

# भारत का राजपत्र The Gazette of India

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सं० 41] नई दिल्ली, शनिवार, अक्टूबर 14, 1989/आश्विन 22, 1911  
No. 41] NEW DELHI, SATURDAY, OCTOBER 14, 1989/ASVINA 22, 1911

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than  
the Ministry of Defence)

विधि एवं न्याय मंत्रालय  
(विधि कार्य विभाग)

सूचना

नई दिल्ली, 25 सितम्बर, 1989

का.प्र. 2554.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में मक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री मदन मोहन सिन्हा ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन दस बात के लिए दिया है कि उसे आसन मोल सब डिवीजन वर्दमात पं. बंगाल धनबाद बिहार व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेजे पास भेजा जाए।

[सं. 5(26)/89-न्या.]

के. एल. शर्मा, मक्षम प्राधिकारी

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

NOTICE

New Delhi, the 25th September, 1989

S.O. 2554.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Madan Mohan Sinha Advocate for appointment as a Notary to practice in Asansol Sub. Div. of Burdwan in W/Bengal & Dhanbad in Distt. Bihar.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(26)/89-Judl.]

K. L. SARMA, Competent Authority

**कार्मिक, लोक शिफायत तथा पेंशन मंत्रालय**

(कार्मिक और प्रशिक्षण विभाग)

घादेश

नई दिल्ली, 20 सितम्बर, 1989

का.प्र. 2555.—केन्द्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मणिपुर राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार निम्नलिखित अपराधों के अन्वेषण के लिए संपूर्ण मणिपुर राज्य पर करती है:—

(क) इम्फाल पुलिस थाना में अपराध संख्यांक 164(3)/88 के अधीन दर्ज किए गए भारतीय दंड संहिता 1860 (1860 का 45) की धारा 407/34 के अधीन राजनीय अपराध।

(ख) ऊपर वर्णित एक या अधिक अपराधों के संबंध में या उनसे संबंधित प्रपत्तियों बुद्धिपूर्वक और पद्धतियों के और उन्हीं तथ्यों से उत्पन्न होने वाले ऐसे ही संव्यवहार के अनुक्रम में किए गए अपराध।

[संख्या 228/29/89-ए.बी.सी. (II)]

श्री. सीतारामन, प्रवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCE & PENSIONS**

(Department of Personnel and Training)

**ORDER**

New Delhi, the 20th September, 1989

S.O. 2555.—In exercise of the powers conferred by sub-section (1) of section 5, read with section 6, of the Delhi Special Police Establishment Act 1946 (Act No. 25 of 1946) the Central Government, with the consent of the State Government of Manipur, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Manipur for investigation of offences as hereunder :

(a) Offences punishable under sections 407/34, Indian Penal Code 1860 (45 of 1860) registered under Crime No. 164(3)/88 of Imphal Police Station.

(b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/29/89-AVD.II]

G. SITARAMAN, Under Secy.

**वित्त मंत्रालय**

(आर्थिक कार्य विभाग)

नई दिल्ली, 22 सितम्बर, 1989

का.प्र. 2556.—केन्द्रीय सरकार विदेशी मुद्रा विनियमन अधिनियम 1973 (1973 का 46) की धारा 3 के खण्ड (क) के साथ पठित धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्धों को प्रवृत्त करने के प्रयोजनार्थ श्री एस. एस. रंजन को प्रवर्तन अधिकारी नियुक्त करती है जिनका पदाभिधान विशेष प्रवर्तन निदेशक होगा और उक्त अधिनियम की धारा 50 द्वारा प्रदत्त

शक्तियों का प्रयोग करते हुए उन्हीं शक्तियों बनाए गये किसी नियम निदेश या आदेश या उसके उपबन्धों में से किसी भी उपबन्ध (धारा 13, धारा 18 की उपधारा (i) के खण्ड (क) और धारा 19 की उपधारा (1) के खण्ड (क) में धिन) के उल्लंघन के मामलों का अधिनियम करने के लिए शक्तियां प्रदान करती है।

[का. सं. 174/2/89-टी सी (ई)]

के. जी. गोयल, निदेशक

**MINISTRY OF FINANCE**

(Department of Economic Affairs)

New Delhi, the 22nd September, 1989

S.O. 2556.—In exercise of the powers conferred by sub-section (1) of section 4, read with clause (e) of sections 3 of the Foreign Exchange Regulation Act, 1973 (46 of 1973), the Central Government hereby appoints Shri S. S. Ranihan to be an officer of Enforcement with the designation of Special Director of Enforcement, for the purpose of enforcing the provisions of the said Act; and in exercise of the powers conferred by section 50 of the said Act hereby empowers him to adjudicate cases of contravention of any of the provisions thereof [other than section 13, clause (a) of sub-section (1) of section 18 and clause (a) of sub-section (1) of section 19] or of any rule, direction or order made thereunder.

[F. No. 174/2/89-TC(E)]

K. G. GOEL, Director

(वैकिंग प्रमाण)

नई दिल्ली 12 सितम्बर 1989

का.प्र. 2557.—भारतीय रिज़र्व बैंक अधिनियम 1934 (1934 का 2) की धारा 42 की उप-धारा (1) की व्याख्या के खण्ड (क) के मद (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त मद के प्रयोजन के लिए कंपनी अधिनियम 1956 (1956 का 1) के अधीन पंजीकृत कंपनी के रूप में "डिस्काउंट एण्ड फाइनेंस हाउस आफ इंडिया लिमिटेड" नामक वित्तीय संस्था को अधिसूचित करती है।

[संख्या 20/5/88-बी.ओ. III(i)]

(Banking Division)

New Delhi, the 12th September, 1989

S.O. 2557.—In exercise of the powers conferred by item (v) of clause (e) of Explanation to sub-section (1) of section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby notifies the financial institution known as "Discount and Finance House of India Limited", being a company registered under Companies Act, 1956 (1 of 1956), for the purposes of the aforesaid item.

[No. 20/5/88-B.O.III(i)]

का.प्र. 2558.—भारतीय रिज़र्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उप-धारा (1) की व्याख्या के खण्ड (क) के मद (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त मद के प्रयोजन के लिए कंपनी अधिनियम 1956 (1956 का 1) के अधीन पंजीकृत कंपनी के रूप में "डिस्काउंट एण्ड फाइनेंस हाउस आफ इंडिया लिमिटेड" नामक वित्तीय संस्था को अधिसूचित करती है।

[संख्या 20/5/88-बी.ओ. III(ii)]

S.O. 2558.—In exercise of the powers conferred by item (v) of clause (d) of Explanation to sub-section (1) of section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby notifies the financial institution known as "Discount and Finance House of India Limited", being a company registered under the Companies Act, 1956 (1 of 1956) for the purposes of the aforesaid item.

[No. 20/5/88-B.O.III(ii)]

का.आ. 2558.—बैंककारी विनियम अधिनियम 1949 (1949 का 10) की धारा 18 की उप-धारा (1) की व्याख्या के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रायोजन के लिए कंपनी अधिनियम 1956 (1956 का 1) के अर्थात् पंजीकृत कंपनी के रूप में "डिस्कॉन्ट एंड फाइनेंस हाउस आफ इंडिया लिमिटेड" नामक वित्तीय संस्था को अधिसूचित करती है।

[संख्या 20/5/88-बी.ओ. III(iii)]

S.O. 2559.—In exercise of the powers conferred by clause (d) of Explanation to sub-section (1) of section 18 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby notifies the financial institution known as "Discount and Finance House of India Limited", being a company registered under the Companies Act, 1956 (1 of 1956), for the purposes of the aforesaid clause.

[No. 20/5/88-B.O.III(iii)]

का.आ. 2560.—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 18 के उप-खण्ड (1) की व्याख्या के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रायोजन के लिए कंपनी अधिनियम 1956 (1956 का 1) के अर्थात् पंजीकृत कंपनी के रूप में "डिस्कॉन्ट एंड फाइनेंस हाउस आफ इंडिया लिमिटेड" नामक वित्तीय संस्था को अधिसूचित करती है।

[संख्या 20/5/88-बी.ओ. III(iv)]

नई दिल्ली, 28 सितम्बर, 1988

का.आ. 2562.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1979 की धारा 9 के साथ पठित धारा 3 के अनुसूचन में केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को बैंक आफ महाराष्ट्र में निवेशक के रूप में नियुक्त करती है:-

1. श्रीमती विनीता गोस्वामी,  
एफ. 93/7 तुलसीनगर,  
भोपाल-462006  
मध्य प्रदेश।
2. श्री राजकुमार नन्दलाल धूत,  
आटो कार्स कम्पाउन्ड, अवालन रोड,  
मोरंगाबाद, महाराष्ट्र।

S.O. 2560.—In exercise of the powers conferred by clause (d) of Explanation to sub-section (1) of section 18 read with section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby notifies the financial institution known as "Discount and Finance House of India Limited", being a company registered under the Companies Act, 1956 (1 of 1956) for the purposes of the aforesaid clause.

[No. 20/5/88-B.O.III(iv)]

नई दिल्ली, 25 सितम्बर, 1989

का.आ. 2561.—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सकारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध पारुर सेंट्रल बैंक लि. पर एतद्वारा ग्राम वारापूजा, तालुका पारुर, जिला एरनाकुलम में इसके द्वारा धारित भू-सम्पत्ति के सम्बन्ध में 22 जून, 1991 तक की अवधि तक लागू नहीं होंगे।

[संख्या 15/7/89-बी.ओ. II]

प्राण नाथ, अवसर सचिव

New Delhi, the 25th September, 1989

S.O. 2561.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Parur Central Bank Ltd. upto 22nd June 1991 in respect of the landed property held by it at Eloor, Varapuzha Village Parur taluk, Ernakulam District.

[No. 15/7/89-B.O.III]

PRAN NATH, Under Secy.

New Delhi, the 28th September, 1989

S.O.2562.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Bank of Maharashtra for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

1. Smt. Vinita Goswami,  
F. 93/7 Tulsinagar,  
Bhopal-462006,  
Madhya Pradesh.

Representing the interests of depositors of the said bank  
in pursuance of sub-clause (d) of clause 3.

[एफ. सं. 9/42/88 बी.ओ.-I]

2. Shri Rajkumar Nandlal Dhoot,  
Auto Cars Compound,  
Adalat Road,  
Aurangabad,  
Maharashtra.

In pursuance of sub-clause (f) of clause 3.

[F. No. 9/42/88-BO. I]

का.आ. 2563.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपावध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को इलाहाबाद बैंक में निदेशक के रूप में नियुक्त करती है :—

1. श्रीमती सुमन लता,  
एच.आई.जी.एन.-32,  
कुरी रोड, अलीगंज,  
लखनऊ-226020 (उ.प्र.)

उक्त बैंक के जमाकर्ताओं के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उपधारा (घ) के अनुसरण में।

2. श्री ए.एन. जग्गी,  
एफ. 1/6, माडल टाउन,  
दिल्ली।

किसानों के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उपधारा (ङ) के अनुसरण में।

3. श्री प्रदीप कुमार शर्मा,  
सी-11, भीष्मपुर कालोनी,  
पेपर मिल रोड,  
लखनऊ-226006 (उ.प्र.)

धारा 3 की उपधारा (च) के अनुसरण में।

4. श्री प्रद्युम्न नटवरनाथ शाह,  
मार्फन शाह एंड कंपनी,  
मेकर भवन न. 2,  
18, न्यू मेरीन लाइन्स,  
बम्बई-40020 (महाराष्ट्र)

धारा 3 की उपधारा (ज) के अनुसरण में।

5. प्रो. मोहम्मद शब्बीर खां,  
पोद्दत मंजिल, जाकीर बाग,  
मुस्लिम यूनिवर्सिटी,  
अलीगढ़-202002 (उ.प्र.)

धारा 3 की उपधारा (च) के अनुसरण में।

6. श्री एस. नारायणाप्पा,  
कोडेनाहल्ली  
हूरावनी नगर,  
बंगलूर-560016 (कर्नाटक)।

धारा 3 की उपधारा (च) के अनुसरण में।

[एफ. नं. 9/23/88-श्री.प्रो.-I]

S.O.2563.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Allahabad Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

1. Smt. Suman Lata,  
HIG-L-32,  
Kursi Road Aliganj,  
Lucknow-226020 (U.P.)

Representing the interests of depositors of the said bank—  
in pursuance of sub-clause (d) of clause 3.

2. Shri A.N. Jaggi,  
F. 1/6 Model Town,  
Delhi.

Representing the interest of farmers—in pursuance of sub-clause (3) of clause 3.

3. Shri Pradheep Kumar Sharma,  
C. II Bhikampur Colony,  
Paper Mill Road,  
Lucknow-226006,  
Uttar Pradesh

In pursuance of sub-clause (f) of clause 3.

4. Shri Pradyumana Natvarlal Shah, In pursuance of sub-clause (f) of clause 3.  
C/o Shah & Co.,  
Maker Bhavan No. 2,  
18, New Marine Lines,  
Bombay-400020,  
Maharashtra.
5. Prof. Mohammad Shabbir Khan, In pursuance of sub-clause (f) of clause 3.  
Moin Manzil, Zakir Bagh,  
Muslim University,  
Aligarh-202002,  
Uttar Pradesh
6. Shri M. Narayanappa, In pursuance of sub-clauses (f) of clause 3.  
Kowdenahalli,  
Dooravani Nagar,  
Bangalore-560016,  
Karnataka.

[F. No. 9/23/88-BO. I]

का.भा. 2564—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 3 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को यूनाइटेड बैंक ऑफ इंडिया में निदेशक के रूप में नियुक्त करती है:—

1. श्री चन्द्र प्रकाश मेहरा, उक्त बैंक के जमाकर्ताओं के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उप-धारा (घ) के अनुसरण में।  
195/1, महात्मा गांधी रोड,  
कलकत्ता-700007, पश्चिम बंगाल।
2. श्री जगन्नाथ सिन्हा, धारा 3 की उपधारा (च) के अनुसरण में।  
इटखोला, पो. ओ. सिलचर-788001,  
जिला-कछार, असम।

[एफ. नं. 9/27/88 बी.ओ. I]

S.O. 2564.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the United Bank of India for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

1. Shri Chandra Prakash Mehra, Representing the interests of depositors of the said bank—  
195/1, Mahatma Gandhi Road, in pursuance of sub-clause (d) of clause 3.  
Calcutta-700007,  
West Bengal.
2. Shri Jagannath Sinha, In pursuance of sub-clause (f) of clause 3.  
Itkhola,  
P.O. Silchar-788001,  
District-Cachar,  
Assam.

[F. No. 9/37/88-BO. I]

का.भा. 2565—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को नये न्यू बैंक ऑफ इंडिया में निदेशक के रूप में नियुक्त करती है:—

1. श्री भूपिण्ड मिहं डा, किसानों के हितों का प्रतिनिधित्व करने के लिये धारा 3 की उपधारा (ङ) के अनुसरण में।  
मातू राम भवन,  
डी पार्क के सामने, बिल्ली रोड,  
माडल टाउन रोहतास, हरियाणा।

2. श्री प्रभु नारायण झा,  
राजेन्द्र आश्रम, कटिहार,  
बिहार।  
धारा 3 की उपधारा (ब) के अनुसरण में।
3. श्री ब्रज मोहन सरीन,  
वाई-2, ग्रीन पार्क,  
नई दिल्ली 110016।  
धारा 3 की उपधारा (ब) के अनुसरण में।
4. कु० सैलजा,  
14, वेलिंगटन क्रिसेंट, नई दिल्ली।  
धारा 3 की उपधारा (ब) के अनुसरण में।

[एफ. सं. 9/34/88/बो-1]

S.O.2565.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India hereby appoints the following persons as Directors of the New Bank of India for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

1. Shri Bhupinder Singh Hooda,  
Matu Ram Bhawan,  
Opp. D-Park, Delhi Road,  
Model Town, Rohtak, Haryana.  
Representing the interests of farmers—in pursuance of sub-clause (e) of clause 3.
2. Skri Prabhu Narayan Jha,  
Rajendra Ashram, Katihar,  
Bihar.  
In pursuance of sub-clause (f) of clause 3.
3. Shri Brij Mohan Sarin,  
Y-2, Green Park,  
New Delhi-110016.  
In pursuance of sub-clause (f) of clause 3.
4. Miss Selja Kumari,  
14, Wellington Crescent,  
New Delhi.  
In pursuance of sub-clause (f) of clause 3.

[F. No. 9/34/88-BO. 1]

का. प्रा. 2566.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिज़र्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को इण्डियन बैंक में निदेशक के रूप में नियुक्त करती है:—

1. श्री सुषकरण सुहास्का,  
एम 7/11, भानुमति सोसाइटी,  
बंगूर नगर, गौरेगांव पश्चिम,  
बम्बई-400090, महाराष्ट्र।  
शिल्पकारों के हितों का प्रतिनिधित्व करने के लिये धारा-3 की उपधारा (ङ) के अनुसरण में।
2. श्री पी. एल. सुब्बुबा,  
इंटक भवन, 621, त्रिबो रोड,  
रामनाथपुरम,  
कोयम्बतूर-641045 तमिलनाडु।  
धारा 3 की उपधारा (ब) के अनुसरण में।
3. श्रीमती मोतम्मा,  
मुदीनेरे 577132,  
चिकमंगलूर जिल्हा, कर्नाटक।  
धारा 3 की उपधारा (ब) के अनुसरण में।

[एफ. सं. 9/41/88-बो.प्रो.-1]

S.O. 2566.— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Indian Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

- |   |   |
|---|---|
| 1. Shri Sbukaran Luharka,<br>M7/11, Bahnumati Society,<br>Bangur Nagar,<br>Goregaon West,<br>Bombay-400090,<br>Maharashtra. | Representing the interests of artisans—in pursuance<br>of sub-clause (e) of clause 3. |
| 2. Shri P.L. Subbiah,<br>INTUC Building<br>621 Trichy Road,<br>Ramanathapuram,<br>Coimbatore-641045,<br>Tamil Nadu.         | In pursuance of sub-clause (f) of clause 3.   |
| 3. Smt. Motamma,<br>Mudigere-577132,<br>Chikmagalur Distt.,<br>Karnataka.   | In pursuance of sub-clause (f) of clause 3.   |

[F. No. 9/41/88—BO.I]

का.घा. 2567.— राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करते के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को यूनियन बैंक ऑफ इंडिया में निदेशक के रूप में नियुक्त करती है:—

- |   |                                     |
|---|-------------------------------------|
| 1. श्री एम. कल्याणसुन्दरम,<br>1/91, सीड कॉलोनी,<br>अलगपुरम, सलेम 636016।<br>तमिलनाडु।   | धारा 3 की उपधारा (ब) के अनुसरण में। |
| 2. श्री विवेक मेहरा,<br>बी-314, न्यू फ्लैट्स कालोनी,<br>नई दिल्ली-660065।   | धारा 3 की उपधारा (ब) के अनुसरण में। |
| 3. श्री शलभ शर्मा,<br>ड्राफ्ट श्री कृष्ण फोर्बिकेटर्स,<br>गोविन्दपुरा, भोपाल-462023<br>मध्य प्रदेश।                           | धारा 3 की उपधारा (ब) के अनुसरण में। |
| 4. श्री विनकराव गोविन्दराव पाटिल,<br>“प्रियंका” भवन, धविगा अस्पताल के पास<br>चांदनी चौक, साउथ शिवाजी नगर, सांगली, महाराष्ट्र। | धारा 3 की उपधारा (ब) के अनुसरण में। |

[एफ.नं. 9/40/88-बी प्रो.-I]

S. O. 2567.— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Union Bank of India for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992.—

- |  |   |
|--|---|
| 1. Shri M. Kalyanasundaram,<br>1/91, SEED Colony,<br>Alagapuram,<br>Salem-636016,<br>Tamil Nadu. | In pursuance of sub-clause (f) of clause 3. |
|--|---|

2. Shri Vivek Mehra,  
B-314 New Friends Colony,  
New Delhi-110065. In pursuance of sub-clause (f) of clause 3.
3. Shri Shalabh Sharma,  
C/o, Shree Kushal Fabricators,  
Shed No. 8, Industrial Estate Govindpura,  
Bhopal-462023,  
Madhya Pradesh. In pursuance of sub-clause (f) of clause 3.
4. Shri Dinakarrao Govindrao Patil,  
'Priyanaka' Bungallow,  
Near Adiga Hospital,  
Chandani Chowk,  
South Shivaji Nagar,  
Sangli,  
Maharashtra. In pursuance of sub-clause (f) of clause 3.

[F. No. 9/40/88—BO. I]

का.प्र. 2568.—राष्ट्रीय बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केंद्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को देना बैंक में निदेशक के रूप में नियुक्त करती है :—

- 1 श्री दिपंकर चटर्जी,  
2/1, नाज़र अली लेन,  
कलकत्ता-700019, पश्चिम बंगाल। धारा 3 की आधार (च) के अनुसरण में।
- 2 श्री करणभई नानजीभाई पटेल,  
(चौधरी), "बनसवारी" कार्यालय,  
बरदपुरा, पालनपुर-385001, गुजरात। धारा 8 की उपधारा (च) के अनुसरण में।

[एफ. नं. 9/38/88-बी प्रो I]

S.O. 2568.— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Dena Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992.—

1. Shri Dipankar Chatterji,  
2/1, Nazarali Lane,  
Calcutta-700019,  
West Bengal. In pursuance of sub-clause (f) of clause 3.
2. Shri Karshanbhai Nanjibhai Patel  
(Chaudhary),  
'Banaswari' Karyalaya,  
Baradpura,  
Palanpur-385001,  
Gujarat. In pursuance of sub-clause (f) of clause 3.

[F. No. 9/38/88-BO. I]

का.प्र. 2569.—राष्ट्रीय बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केंद्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को सिंडिकेट बैंक में निदेशकों के रूप में नियुक्त करती है :—

1. सुश्री जया अरुणाचलम,  
55, श्रीमतेन गार्डन रोड,  
मालापुर  
मद्रास-600004, तमिलनाडु। उक्त बैंक के जमाकर्ताओं के हितों का प्रतिनिधित्व करने के लिये धारा 3 की उपधारा (घ) के अनुसरण में।



2. श्री पीरजादा वजीह-उर-रहमान,  
साफवी (वजीह),  
एच आई जी 81, अलीगंज,  
गैसटर-ई, लखनऊ, उत्तर प्रदेश।  
किसानों के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उपधारा (ङ) के अनुसरण में।
3. श्री प्रफुल्ल कुमार प्रधान,  
ग्राम/पोस्ट साउथ बलान्दा,  
जिला धनकनाल, उड़ीसा-759116।  
धारा 3 की उपधारा (च) के अनुसरण में।
4. श्री दिनेश मेहता,  
30, गुजरात विहार,  
विकास मार्ग, दिल्ली-110092।  
धारा 3 की उपधारा (ज) के अनुसरण में।

[एफ. नं. 9/39/88-बी प्रो-I]

S.O. 2569.— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Syndicate Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992,—

1. Ms. Jaya Arunachalam,  
55, Bhimasena Garden Road,  
Mylapore,  
Madras-600004,  
Tamil Nadu.  
Representing the interests of depositors of the said bank—in pursuance of sub-clause (d) of clause 3.
2. Shri Peerzada Wajih-Ur-Rehman Safwi  
(Wajih),  
H.I.G.81,  
Aliganj,  
Sector-E,  
Lucknow,  
Uttar Pradesh.  
Representing the interests of farmers—in pursuance of sub-clause (e) of clause 3.
3. Shri Prafulla Kumar Pradhan,  
At/P.O. South Balanda,  
District-Dhenkanal,  
Orissa-759116.  
In pursuance of sub-clause (f) of clause 3.
4. Shri Dinesh Mehta,  
35, Gujarat Vihar,  
Vikas Marg,  
Delhi-110092.  
In pursuance of sub-clause (f) of clause 3.

[F. No. 9/39/88-BO. I]

का. भा. 2570.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 नवम्बर, 1989 से प्रारम्भ होकर 27 नवम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को इंडियन ओवरसीज बैंक के निदेशक के रूप में नियुक्त करती है:—

1. श्री बबुर ए. येणुगोपाल,  
बबुर (पी प्रो),  
बैंगलोर जिला, तमिलनाडु-600067।  
किसानों के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उपधारा (ङ) के अनुसरण में।
2. श्री बी. सीताराम आचार्य,  
पोस्ट और गाँव बेलसपल्ली,  
उडुडपी तालुक, श्री. के.,  
कर्नाटक-576124।  
शिल्पकारों के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उपधारा (ङ) के अनुसरण में।
3. डा. कुमारी एस. विजयलक्ष्मी,  
नं. 3, इमिंग स्ट्रीट, संथोम,  
मद्रास-600004, तमिलनाडु।  
धारा 3 की उपधारा (ज) के अनुसरण में।

4. श्री सी. बी. सोनी,  
1-2-412/18 ए, गगनमहल कालोनी,  
हैदराबाद-500029, आन्ध्र प्रदेश।  
धारा 3 की उपधारा (घ) के अनुसरण में।
5. डा. इफ्तखार अहमद खान,  
1/6 प्रोफेसर फ्लैट, ला कॉलेज कंपाउंड,  
पटना-6, बिहार।  
धारा 3 की उपधारा (घ) के अनुसरण में।

[एफ. सं. 9/36/88 बी ओ-1]

S.O. 2570 .— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Indian Overseas Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992.—

1. Shri Budur A. Venugopal,  
Budur (PO),  
Chenglepet District,  
Tamil Nadu-600067.  
Representing the interests of farmers—in pursuance of sub-clause (e) of clause 3.
2. Shri B. Sitaram Achari,  
Post & Village Bellampally,  
Udupi Taluk,  
D.K.,  
Karnataka-576124.  
Representing the interests of artisans—in pursuance of sub-clause (e) of clause 3.
3. Dr. Miss S. Vijayalakshmi,  
No. 3, Dooming Street,  
Santhome,  
Madras-600004.  
Tamil Nadu.  
In pursuance of sub-clause (f) of clause 3.
4. Shri C.B. Mouli,  
1-2-412/18A,  
Gaganmahal Colony,  
Hyderabad-500029,  
Andhra Pradesh.  
In pursuance of sub-clause (f) of clause 3.
5. Dr. Iftekhhar Ahmad Khan,  
1/6 Professor's Flat,  
Law College Compound,  
Patna-6,  
Bihar.  
In pursuance of sub-clause (f) of clause 3.

[F. No. 9/36/88-BO. I]

का. घा. 2571.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम, 1980 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 में प्रारम्भ होकर 27 सितम्बर 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को कारपोरेशन बैंक में निदेशक के रूप में नियुक्त करती है:

1. श्री राजगुरु ववाराय मुलसीराम,  
197, गोशूल महल,  
बोट क्लब रोड,  
पुणे-411001, महाराष्ट्र।  
उक्त बैंक के जमाकर्तारों के हितों का प्रतिनिधित्व करने के लिये धारा 3 की उपधारा (घ) के अनुसरण में।
2. श्री एस. टी. पद्मनाभ,  
सकरपटना पो. घा. 577135,  
काबुर तालुक,  
बिक्रमगंज जिला, कर्नाटक।  
किसानों के हितों का प्रतिनिधित्व करने के लिये धारा 3 की उपधारा (घ) के अनुसरण में।

3. श्री युगराज भवौरिया,  
105, ब्लॉक 1, ओल्ड कैम्पस,  
जवाहरलाल नेहरू विश्वविद्यालय,  
नई दिल्ली-110067।

धारा 3 की उपधारा (ब) के अनुसरण में।

[एफ. सं. 9/35/88-बी ओ-1]

S. O. 2571.— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Corporation Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992.—

- |  |   |
|--|---|
| 1. Shri Rajguru Dayaram Tulsiram,<br>197 Gokul Mahal,<br>Boat Club Road,<br>Pune-411001,<br>Maharashtra. | Representing the interests of depositors of the said bank—in pursuance of sub-clause (d) of clause 3. |
| 2. Shri S.T. Padmanabha,<br>Sakrepatna PO-577135,<br>Kadur Taluk,<br>Chikmagalur Distt.,<br>Karnataka.   | Representing the interests of farmers—in pursuance of sub-clause (e) of clause 3.                     |
| 3. Shri Yugraj Bhadauria,<br>105, Block-I,<br>Old Campus,<br>J.N.U.,<br>New Delhi-110067.                | In pursuance of sub-clause (f) of clause 3.   |

[F. No. 9/35/88-B. O-I]

का.आ./2572.राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1980 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को पंजाब एण्ड सिंध बैंक में निवेशक के रूप में नियुक्त करती है:

- |  |   |
|--|---|
| 1. श्रीमती संतोष चौधरी,<br>1320/15 बी, चण्डीगढ़।   | उक्त बैंक के जमाकर्तारों के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उपधारा (घ) के अनुसरण में। |
| 2. श्री चन्द्रकान्त शर्मासाहू,<br>पोंबड़े, 605, बी रावल टावर,<br>आई.सी. कॉलोनी, बोरीवली (इस्ट),<br>संबर्ध-400 103, महाराष्ट्र। | धारा 3 की उप धारा (च) के अनुसरण में   |
| 3. श्रीचर्य भगवान देव,<br>19/1008 लोधी कॉलोनी,<br>नई दिल्ली-110 003।   | धारा 3 की उप धारा (ब) के अनुसरण में।  |

[एफ. सं. 9/32/88-बी.ओ.-1]

S.O. 2572.— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Punjab and Sind Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992.—

- |   |   |
|---|---|
| 1. Smt. Santosh Chowdhary,<br>1320/15 B,<br>Chandigarh. | Representing the interests of depositors of the said bank—in pursuance of sub-clause (d) of clause 3. |
|---|---|

2. Shri Chandrakant Annasaheb Thobde, In pursuance of sub-clause (f) of clause 3.  
606, B. Royal Tower,  
I.C. Colony,  
Borivli (W),  
Bombay-400103,  
Maharashtra.
3. Shri Acharya Bhagwan Dev, In pursuance of sub-clause (f) of clause 3.  
19/1008 Lodhi Colony,  
New Delhi-110003.

[F. No. 9/32/88-BO. I]

का.प्र. 2573—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 में प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को यूको बैंक में निदेशक के रूप में नियुक्त करती है :

1. श्री सुभास दत्ता, धारा 3 की उपधारा (च) के अनुसरण में।  
25/1, गुट्टेंडल लेन,  
होवराह-711101, पश्चिम बंगाल
2. श्री मोहनजीत सिंह, धारा 3 की उपधारा (च) के अनुसरण में।  
11, मथूरा रोड,  
नई दिल्ली-110014
3. श्री आर.टी. रिम्बाई, धारा 3 की उपधारा (घ) के अनुसरण में।  
"माखान", शैव, शिलॉंग-793002,  
मेघालय।

[एफ. सं. 9/25/88-बी.ओ.-1]

S.O. 2573.— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the UCO Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

1. Shri Subhas Datta, In pursuance of sub-clause (f) of clause 3.  
25/1, Guitendal Lane,  
Howrah-711101,  
West Bengal.
2. Shri Mohanjit Singh, In pursuance of sub-clause (f) of clause 3.  
11, Mathura Road,  
New Delhi-110014.
3. Shri R.T. Rymbai, In pursuance of sub-clause (f) of clause 3.  
'Makhane',  
Jaiaw,  
Shillong-793002,  
Meghalaya.

[F. No. 9/25/88-BO. I]

का.प्र. 2574—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 में प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को ग्रामिण बैंक में निदेशक के रूप में नियुक्त करती है :

1. श्रीमती गुलाबिणाराय बाई, उक्त बैंक के जमाकर्ताओं के हितों का प्रतिनिधित्व करने के लिए धारा 3 की  
मंगीलास प्लॉट्स, कैम्प रोड, उपधारा (घ) के अनुसरण में।  
अमरावती-444602 (महाराष्ट्र)

2. श्री. राम पाल कौशिक,  
नं. 70 दक्षिणापुरम, म्यूहकैम्पम,  
जवाहर लाल नेहरू विश्वविद्यालय,  
नई दिल्ली-110067।

धारा 3 की उपधारा (च) के अनुसरण में।

3. श्री राजकुमार नागरथ,  
35/350 नाबस्ता लोहामंडी,  
आगरा (उ.प्र.)

धारा 3 की उपधारा (च) के अनुसरण में।

[एफ. सं. 9/24/88-बी प्रो-1]

S.O. 2574.— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Andhra Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

1. Smt. Pushpa Vijayrao Bonde,  
Mangilal Plots,  
Camp Road,  
Amravati-444602,  
Maharashtra.

Representing the interests of depositors of the said bank—in pursuance of sub-clause (d) of clause 3.

2. Prof. Ram Pal Kaushik,  
No. 70,  
Dakshina Puram,  
New Campus,  
Jawaharlal Nehru University,  
New Delhi-110067.

In pursuance of sub-clause (f) of clause 3.

3. Shri Raj Kumar Nagrath,  
35/350 Naubasta, Lohamandi,  
Agra,  
(U.P.)

In pursuance of sub-clause (f) of clause 3.

[F. No. 9/24/88-BO. II]

का.आ. 2575.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक में परामर्श करने के पश्चात् एतद्वारा 28 मिनम्बर, 1989 से प्रारम्भ होकर 27 मिनम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को एशिया नेशनल बैंक में निदेशक के रूप में नियुक्त करती है।

1. श्री हरनादकुमार,  
इलाहाबाद बैंक के सामने,  
(पटना युनिवर्सिटी ग्राम)  
मोहम्मद पिरबख्शोर,  
पो.आ. महेन्तू, पटना-6, बिहार।

शिलाकारों के ज़िम्मे का प्रतिनिधित्व करने के लिए धारा 3 की उप धारा (क) के अनुसरण में।

2. श्री बंशी लाल जोगरा,  
ओगरा एसोसियेटेड, चार्टर्ड एकाउंटेंट्स,  
जंग बहादुर मेसन, परेड रोड,  
जम्मु-180001, (जम्मु और कश्मीर)

धारा 3 की उपधारा (च) के अनुसरण में।

3. डा. सुरिन्दर पी. एम. प्रबी,  
8ए, प्रोवैस्टर अपार्टमेंट, पायलट बंदर रोड,  
कोलाबा, मम्बई-400005, महाराष्ट्र।

धारा 3 की उपधारा (च) के अनुसरण में

[एफ. सं. 9/26/88-बी. प्रो.-I]

S.O. 2575 ,— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Punjab National Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

1. Shri Irshad Hussain,  
Opposite Allahabad Bank,  
(Patna University Branch),  
Moh-Pirbahore,  
P.O.—Mahendru,  
Patna-6,  
Bihar.  
Representing the interests of artisans—in pursuance of sub-clause (e) of clause 3.
2. Shri Bansi Lal Dogra,  
Dogra Associates,  
Chartered Accountants,  
Jang Bahadur Mansion,  
Parade Road,  
Jammu-180001,  
(J & K).  
In pursuance of sub-clause (f) of clause 3.
3. Dr. Surinder P.S. Pruthi,  
8 A, Oyster Apts.,  
Pilot Bunder Road,  
Colaba,  
Bombay-400005,  
Maharashtra.  
In pursuance of sub-clause (f) of clause 3.

[F. No. 9/26/88-BO. 1]

का.प्र. 2576.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 में प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को सेंट्रल बैंक आफ इंडिया में निदेशक के रूप में नियुक्त करती है:

1. श्री राम लाल ठाकर,  
5/5, ईस्ट पटेल नगर,  
नई दिल्ली-110 008।  
धारा 3 की उप धारा (ब) के अनुसरण में।
2. डा. भूपेन्द्र चन्द्र जैन, ए  
16/77-ए, सिविल लाइन्स,  
कानपुर-208001, उत्तर प्रदेश।  
धारा 3 की उप धारा (ब) के अनुसरण में।
3. श्री टी.टी. बसू,  
6, कैथेड्रल रोड,  
मद्रास-600086, तमिलनाडु।  
धारा 3 की उप धारा (ब) के अनुसरण में।
4. श्री अजीज गुलाम हुसैन लालानी,  
बो-2, संगम भवन, स्टूडेंट्स सिनेमा के सामने,  
कोलाबा, बम्बई-400005,  
महाराष्ट्र।  
धारा 3 की उप धारा (ब) के अनुसरण में।

[एफ. सं. 9/27/88-बी.प्रो.-1]

S.O. 2576 ,— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Central Bank of India for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

1. Shri Ram Lal Thakar,  
5/5, East Patel Nagar,  
New Delhi-110008  
In pursuance of sub-clause (f) of clause 3.

2. Dr. Bhupendra Chandra Jain, In pursuance of sub-clause (f) of clause 3.  
16/77-A, Civil Lines,  
Kanpur-208001  
Uttar Pradesh.
3. Shri T.T. Vasu, In pursuance of sub-clause (f) of clause 3.  
6, Cathedral Road,  
Madras-600086  
Tamil Nadu
4. Shri Aziz Gulamhussein Lalani, In pursuance of sub-clause (f) of clause 3.  
D-2, Sangam Bhawan,  
Opp. Strand Cinema,  
Colaba,  
Bombay-400005  
Maharashtra.

[F. No. 9/27/88-BO. I]

का.घा 2577.—राष्ट्रीय बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए, निम्नलिखित व्यक्तियों को बैंक ऑफ इंडिया में निदेशक के रूप में नियुक्त करती है।

1. श्री सोहन लाल पासरी, धारा 3 की उपधारा (ब) के अनुसरण में।  
एच.एस. 29, कैलाश कॉलोनी मार्केट,  
नई दिल्ली-110 048।
2. श्री स्वतंत्र सिंह कोठारी, धारा 3 की उपधारा (ब) के अनुसरण में।  
डॉ.एस.एस. कोठारी एंड कंपनी,  
चार्टर्ड लेखाकार,  
21 घोल्ड कोर्ट हाउस स्ट्रीट,  
कलकत्ता-700001, पश्चिम बंगाल।
3. श्री गिरीश रामानुज शास्त्री, धारा 3 की उपधारा (ब) के अनुसरण में।  
शिवकुंज, 9-बी, बघानन्द मार्ग,  
इलाहाबाद-211001,  
उत्तर प्रदेश।
4. श्रीमती मॉनिका दाम, धारा 3 की उपधारा (ब) के अनुसरण में।  
23 साउथ एवेन्यू, नई दिल्ली-110 011।

[एफ. नं. 9/28/88-बी. प्रो.-1]

S.O. 2577 .— In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Bank of India for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992:—

1. Shri Sohan Lal Passey, In pursuance of sub-clause (f) of clause 3.  
HS, 29, Kailash Colony,  
Market,  
New Delhi-110048.
2. Shri Swatantra Singh Kothari, In pursuance of sub-clause (f) of clause 3.  
C/o, S.S. Kothari and Co.,  
Chartered Accountants,  
21, Old Court House Street,  
Calcutta-700001,  
West Bengal.

3. Shri Girish Ramanugrah Shastri, In pursuance of sub-clause (f) of clause 3.  
Shivkunj,  
9-B, Dayanand Marg,  
Allahabad-211001,  
Uttar Pradesh.
4. Mrs. Monika Das, In pursuance of sub-clause (f) of clause 3.  
23 South Avenue,  
New Delhi-110011.

[F. No. 9/28/88-BO. I]

का.प्र. 2578 :—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को कानरा बैंक में निदेशक के रूप में नियुक्त करती है :

1. श्री उमेश चन्द्र, "चान्द" जेप्पिनामोगारु, धारा 3 की उपधारा (च) के अनुसरण में।  
मंगलूर-574192, कर्नाटक।
2. श्री विपिन मलिक, धारा 3 की उपधारा (च) के अनुसरण में।  
ए.सं. 370, ग्रेटर कैलाश, पार्ट-II,  
नई दिल्ली-110048।
3. श्रीमती शगुफ़ता खान, धारा 3 की उपधारा (घ) के अनुसरण में।  
खान विला,  
पो.प्र. नाकुर,  
सहारनपुर, उत्तर प्रदेश।

[एफ.नं. 9/28/88-बी जी-I]

S.O. 2578.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Canara Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992 :—

1. Shri Umesh Chandra, In pursuance of sub-clause (f) of clause 3.  
'Chand' Jeppinamogaru,  
Mangalore-574192,  
Karnataka.
2. Shri Vipin Malik, In pursuance of sub-clause (f) of clause 3.  
S-370,  
Greater Kailash,  
Part-II,  
New Delhi-110048.
3. Smt. Shagufta Khan, In pursuance of sub-clause (f) of clause 3.  
Khan Villa,  
P. O. Nakur,  
Saharanpur,  
Uttar Pradesh.

[F. No. 9/29/88-BO.I]

का.प्र. 2579 :—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1980 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को बैंक ऑफ बड़ोदा में निदेशक के रूप में नियुक्त करती है :—

1. श्रीमती हंदिरा मायाराम, उक्त बैंक के जमाकर्ताओं के हितों का प्रतिनिधित्व करने के लिये धारा 3 की उपधारा (घ) के अनुसरण में।  
गोपाल सदन, अशोक मार्ग,  
जयपुर-302001 (राजस्थान)



2. श्री रविन्द्र प्रसाद जोशी,  
अध्यक्ष, जिला बोर्ड,  
नैनीताल (उ.प्र.)

किसानों के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उपधारा (ङ)  
के अनुसरण में।

[एफ सं० 9/30/88-बी०ओ-1]

S.O. 2579.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Bank of Baroda for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992 :—

1. Smt. Indira Mayaram,  
Gopal Sadan,  
Ashok Marg,  
Jaipur-302001,  
Rajasthan.

Representing the interests of depositors of the said bank  
in pursuance of sub-clause (d) of clause 3,

2. Shri Rabindra Prasad Joshi,  
Chairman,  
District Board,  
Nainital,  
Uttar Pradesh.

Representing the interests of farmers in pursuance of  
sub-clause (e) of clause 3.

[F. No. 9/30/88-BO.I]

का.आ. 2580.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1980 की धारा 9 के साथ पठित धारा 3 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 सितम्बर, 1989 से प्रारम्भ होकर 27 सितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को विजया बैंक में निदेशक के रूप में नियुक्त करती है :—

1. श्रीमती चन्द्रप्रभा अर्स,  
नं. 10, पहला क्रॉस, आठवां मैदान,  
सदाशिव नगर, आर.ए.पी. की एक्सटेंशन,  
बंगलूर-560080 कर्नाटक।

उक्त बैंक के जमाकर्ताओं के हितों का प्रतिनिधित्व करने के लिए धारा 3 की  
उपधारा (घ) के अनुसरण में।

2. श्री लक्ष्मावल्ल्मी रंगप्पा अनंत,  
756/58, तेरहवां मैदान रोड,  
तीसरा ब्लॉक, राजाजी नगर,  
बंगलूर 560010, कर्नाटक।

शिल्पकारों के हितों का प्रतिनिधित्व करने वाले धारा 3 की उपधारा (ङ)  
अनुसरण में।

3. श्री भंडारी कमलाकर राव,  
14-सी फिरोजशाह रोड,  
नई दिल्ली-110001।

धारा 3 की उपधारा (च) के अनुसरण में।

[एफ सं० 9/31/88-बी०ओ०I]

S.O. 2580.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Vijaya Bank for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992 :—

1. Smt. Chandraprabha Urs,  
No. 10, 1st Cross,  
8th Main,  
Sadashiv Nagar, RMV Extension,  
Bangalore-560080,  
Karnataka.

Representing the interests of depositors of the said bank  
in pursuance of sub-clause (d) of clause 3.

2. Shri Lakkavalli Rangappa Ananth, Representing the interest of artisans in pursuance of  
756/58, 13th Main Road, sub-clause (e) of clause 3.  
3rd Block, Rajani Nagar,  
Bangalore-560010,  
Karnataka.
3. Shri Bhandari Kamalkar Rao, In pursuance of sub-clause (f) of clause 3.  
14-C, Perozshah Road,  
New Delhi-110001.

[F. No. 9/36/86-B.O.]

का.भा. 2589:—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1980 की धारा 9 के साथ पठित धारा 8 के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा 28 मितम्बर, 1989 से प्रारम्भ होकर 27 मितम्बर, 1992 को समाप्त होने वाली तीन वर्षों की अवधि के लिए निम्नलिखित व्यक्तियों को ओरियन्टल बैंक आफ कामर्स में निदेशक के रूप में नियुक्त करती है :-

1. श्रीमती कर्तार देवी, उक्त बैंक के जमाकर्ताओं के हितों का प्रतिनिधित्व करने के लिए धारा 3 उपधारा (घ) के अनुसरण में।  
29/38 शिवाजी कॉलोनी,  
रोहताक (हरियाणा)।
2. श्री हबीबुर रहमान नोमानी, मिल्यकारों के हितों का प्रतिनिधित्व करने के लिए धारा 3 की उपधारा (ङ) के अनुसरण में।  
1 विधान सभा मार्ग, लखनऊ (उ.प्र.)
3. श्री बलवन्त राय कपूर, धारा 3 की उपधारा (च) के अनुसरण में।  
852/9 गेट खजाना, अमृतसर-140001  
(पंजाब)
4. श्री प्रशोक बिज, धारा 3 की उपधारा (च) के अनुसरण में।  
गार्डन ब्यू, संजोली, शिमला-171006,  
हिमाचल प्रदेश।
5. प्रो. मधु भार्गव, धारा 3 की उपधारा (च) के अनुसरण में।  
79/24 माउथ टी टी नगर,  
भोपाल, मध्य प्रदेश।
6. गजानन्द दरोलिया, धारा 3 की उपधारा (च) के अनुसरण में।  
डाकघर, श्रीमहावीरजी,  
जिला-सवाई माधोपुर,  
पिन-322220, राजस्थान।

[एफ. सं. 9/33/88-जी.ओ.-1]

एम०एस. सीतारामन, अवर सचिव

S.O. 2581.—In pursuance of clause 3 read with clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints the following persons as Directors of the Oriental Bank of Commerce for a period of three years commencing on the 28th day of September, 1989 and ending with the 27th day of September, 1992 :—

1. Smt. Kartar Devi, Representing the interests of depositors of the said bank  
29/63, Shivaji Colony, in pursuance of sub-clause (d) of clause 3.  
Rohtak; Haryana).
2. Shri Habibur Rehman Nomani, Representing the interests of arisans in pursuance of  
10, Vidhan Sabha Marg, sub-clause (3) of clause 3.  
Lucknow,  
Uttar Pradesh.
3. Shri Balwant Rai Kapoor, In pursuance of sub-clause (f) of clause 3.  
852/9. Gate Khazana,  
Amritsar-143001,  
Punjab.

4. Shri Ashok Vij,  
Garden View, Sanjauli,  
Shimla-171006,  
Himachal Pradesh.

In pursuance of sub-clause (f) of clause 3.

5. Prof. Madhu Gargav,  
79/24, South T.T. Nagar,  
Bhopal,  
Madhya Pradesh.

In pursuance of sub-clause (f) of clause 3.

6. Shri Gajanand Deroliya,  
P.O. Shri Mahabirji,  
Distt-Sawaimadhopur,  
Pin-322220,  
Rajasthan.

In pursuance of sub-clause (f) of clause 3.

[F. No. 9/33/88-BO  
Under Secy.]

M. S. SEETHARAMAN, Secy.

संयुक्त मुख्य नियंत्रक आयात-निर्यात का कार्यालय, (केन्द्रीय लाइसेंसिंग क्षेत्र)

नई दिल्ली, 19, सितम्बर, 1989

निरसन आदेश

का. भा. 2582---सैडसे ल्यूमेक्स फिल्टर्स प्रा. लि. ए-28, नारायणा इन्डस्ट्रियल एरिया, फेस-2, नई दिल्ली को 10080/- रुपये के 420 किलो ग्राम फिल्टर पेपर के आयात के लिए तथा 54000 रुपये के एफ. ओ. बी. मूल्य के 20000 नये फिल्टर कार्ट्रिज के निर्यात आभार के लिए एक अग्रिम लाइसेंस सं. पी एल/3146794 दिनांक 25/03/86 तथा डी. ई. ई. सी. बुक सं. :-015959 दिनांक 14-04-86 जारी की गयी थी।

फर्म ने बिना उपयोग किये अग्रिम लाइसेंस व डी. ई. ई. सी. बुक वापिस कर दी है।

आज तक यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 07/12/55 की धारा 9 (बी) के अन्तर्गत प्रवृत्त अधिकारों का प्रयोग करते हुए मैं एतद्वारा उक्त लाइसेंस व डी. ई. ई. सी. बुक के निरसन का आदेश देता हूँ।

[का. सं. एबीसी/लाई./यू.डीईएस/317/ए एम-85/ए एल एस-2/सिएल ए/2270]

OFFICE OF THE JOINT CHIEF CONTROLLER OF  
IMPORTS & EXPORTS,

(CENTRAL LICENSING AREA)

New Delhi, the 19th September, 1989

CANCELLATION ORDERS

S.O. 2582.—M/s. Lumax Filters Private Ltd., A-28, Naraina Industrial Area, Phase-II, New Delhi was granted an Advance Licence No. P/L/3146794 dt. 25-3-86 and DEEC Book No. 015959 dt. 14-4-86 for import of FILTER PAPER 420 Kgs. for Rs. 10,000 and for export obligation to export-2000 Nos. Filter Cartridge for as FOB value of Rs. 54,000.

The firm has returned advance licence and DEEC Book unutilised.

In exercise of the powers conferred on me under Section 9(d) of Import (Control) Order, 1955 dt. 7-12-55 as amended upto date. I hereby order cancellation of the said Advance Licence and DEEC Book.

[F. No. ADV/LIC/UDS/317/A.M. 85-ALS. II-CLA/2270]

का. भा. 2583---सैडसे ल्यूमेक्स फिल्टर्स प्रा. लि. ए-28, नारायणा इन्डस्ट्रियल एरिया, फेस 2, नई दिल्ली को 5280/- रुपये के सी. आई. एक मूल्य के 200 किलो ग्राम फिल्टर पेपर के आयात के लिए तथा 27000/- रुपये के एफ. ओ. बी. मूल्य के 1000 पीस फिल्टर कार्ट्रिज के निर्यात आभार के लिए एक अग्रिम लाइसेंस सं. पी/एल 0421565 दिनांक 15/11/86 तथा डी. ई. ई. सी बुक सं. 014818 दिनांक 16/01/1986 प्रदान की गई थी।

फर्म ने अग्रिम लाइसेंस तथा डी. ई. ई. सी. बुक बिना प्रयोग किये वापिस कर दी है।

आज तक यथासंशोधित आयात (नियंत्रण) आदेश 1955 दिनांक 7/12/55 के धारा 9 (बी) के अन्तर्गत प्रवृत्त अधिकारों का प्रयोग करते हुए मैं उक्त अग्रिम लाइसेंस तथा डी. ई. ई. सी. बुक के निरसन का आदेश देता हूँ।

[का. सं. एबीसी/लाई./यू.डीईएस/222/एएम-85/ए एल एस-2/सी एल ए/2265]

एन. डी. अग्निहोत्री, उप मुख्य  
नियंत्रक आयात व निर्यात

ऊने संयुक्त मुख्य नियंत्रक आयात व निर्यात

S.O. 2583.—M/s. Lumax Filters Pvt., A-28, Naraina Industrial Area, Phase-II, New Delhi was granted an Advance Licence No. P/L/0421565 dt. 15-1-86 and DEEC Book No. 014818 dt. 16-1-86 for import of 220 Kgs. Filter Paper for a cif value of Rs. 5,280 and for export obligation to export 1000 Pcs. Filter Cartridge for a value of Rs. 27,000.

The firm have returned Advance Licence and DEEC Book unutilised.

In exercise of the powers conferred on me under section 9(d) of Import (Control) order 1955 dt. 7-12-55 as amended upto date I hereby order cancellation of the said Advance Licence and DEEC Book.

[F. No. ADV/LIC/UDS/222/A.M. 85/ALS.II-CLA/2265]

N. D. AGNIHOTRI, Dy. Chief Controller of  
Imports & Exports  
For It. Chief Controller of Imports & Exports

## ऊर्जा मंत्रालय

(विद्युत विभाग)

नई दिल्ली, 12 सितम्बर, 1989

का.आ. 2584.—सार्वजनिक स्थान (प्रशासित अधिभूमियों की बेवजहों, अधिनियम, 1971 (1971 का 40) की धारा-3 के द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा नीचे दी गई तालिका के कासम (1) में उल्लिखित एक सांविधिक प्राधिकरण, राष्ट्रीय ताप विद्युत निगम लि., के अधिकारी जो कि भारत सरकार राजपत्रित अधिकारी के समकक्ष है, को कथित अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है, उल्लिखित तालिका के कालम-2 में संबंधित प्रविष्टि में निविष्ट सार्वजनिक स्थानों के बारे में कथित अधिनियम के द्वारा भयवा उसके अन्तर्गत सम्पदा अधिकारी को प्रवृत्त की गई शक्तियों का उपयोग कर सकेगा और सम्पदा अधिकारी को सार्वजनिक स्थानों का पालन करेगा।

तालिका

अधिकारी का नाम/पदनाम	सार्वजनिक स्थानों की श्रेणियाँ और क्षेत्राधिकार की स्थानीय सीमाएँ
1	2
(1) श्री एस.पी. मण्डल उप प्रबन्धक (प्रशासन)	(क) फरक्का पुलिस स्टेशन, जिला मुर्शिदाबाद, पं. बंगाल के क्षेत्राधिकार में स्थित फरक्का में राष्ट्रीयताप विद्युत निगम/फरक्का सुपर ताप विद्युत परियोजना के स्वामित्व की, उनके द्वारा पट्टे पर दी गई या किराए पर दी गई समस्त भूमि, मकान सम्पदा या कोई अन्य आवास। (ख) बौलबनगर पुलिस स्टेशन, जिला मालदा, पं. बंगाल के क्षेत्राधिकार में स्थित बाजुरी घाट में राष्ट्रीय ताप विद्युत निगम/फरक्का सुपर ताप

1

2

विद्युत परियोजना के स्वामित्वधीन, उनके द्वारा पट्टे या किराए पर दी गई समस्त भूमि मकान, सम्पदा सम्पत्ति एवं कोई अन्य आवास।

(ग) प० बंगाल की राजधानी सहित अन्य किसी स्थान पर राष्ट्रीय ताप विद्युत निगम/फरक्का सुपर ताप विद्युत परियोजना के स्वामित्व वाली, उनके द्वारा पट्टे या किराए पर दी गई समस्त भूमि मकान, सम्पदा सम्पत्तियाँ, या कोई अन्य आवास।

2. श्री प्रार.एन. निगम वरिष्ठ विधि अधिकारी

विश्रानगर डाकघर, जिला सिधौ, मध्य प्रदेश के क्षेत्राधीन राष्ट्रीय ताप विद्युत निगम/विश्रान सुपर ताप विद्युत परियोजना के स्वामित्वधीन, उनके द्वारा पट्टे या किराए पर दी गई समस्त भूमि, मकान, सम्पदा सम्पत्तियाँ या कोई अन्य आवास।

3. श्री मो.पी. वर्मा, वरिष्ठ विधि अधिकारी

कोरबा, जिला बिलासपुर मध्य प्रदेश में राष्ट्रीय ताप विद्युत निगम/कोरबा सुपर ताप विद्युत परियोजना के स्वामित्वधीन पट्टे पर दी गई या किराए पर दी गई समस्त भूमि, मकान, सम्पदा, सम्पत्तियाँ या कोई अन्य आवास।

[सं० 8/5/89-यू.एस. (सी.टी०)]  
के.एन. बिश्वास, अवर सचिव

## MINISTRY OF ENERGY

(Department of Power)

New Delhi, the 12th September, 1989

S.O. 2584.—In exercise of the powers conferred by section 3 of the public premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in Column (1) of the Table below, being officers of the National Thermal Power Corporation Limited, a statutory authority and being officers equivalent to the rank of Gazetted officers of the Government of India, to the estate officers for the purpose of the said Act. The said officers shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act, within the local limits of their respective jurisdiction, in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Name and Designation of Officer	Categories of Public premises and local limits of jurisdiction
1	2
1. Shri S.P. Mandal Deputy Manager (Administration)	(a) All lands, quarters, Estate properties and any other accommodation owned, leased or rented by the National Thermal Power Corporation/Farakka Super Thermal Power Project in Farakka under the Farakka Police Station, District Murshidabad, West Bengal. (b) All lands, quarters, Estate properties and any other accommodations owned, leased or rented by the National Thermal Power Corporation/Farakka Super Thermal Power Project in Khejuriaghat under the Baishnabnagar Police Station, District Malda, West Bengal. (c) All lands, quarters, Estate Properties and any other accommodations owned, leased or rented by the National Thermal Power Corporation/Farakka Super Thermal Power Project in any other place including metropolis in West Bengal.
2. Shri R.N. Nigam Senior Law Officer	All lands, quarters, Estate Properties and other accommodation owned, leased and rented by the National Thermal Power Corporation/Vindhyachal Super Thermal Power Project, in P.O. Vindhyanagar, District Sidhi, Madhya Pradesh.
3. Shri O.P. Verma Senior Law Officer	All lands, quarters, Estates, Properties and other accommodation owned, leased or rented by the National Thermal Power Corporation/Korba Super Thermal Power Project, in Korba District, Bilaspur, Madhya Pradesh.

[No. 8/5/89-US(CT)]  
K.N.BISWAS, Under Secy.

(कोयला विभाग)

नई दिल्ली, 19 सितम्बर, 1989

क्र.पा. 2585.—केन्द्रीय सरकार को यह प्रतीत होता है कि हमारे उद्देश्य में उल्लिखित भूमि में कोयला अधिग्रहण किए जाने की संभावना है ;

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 को उपधारा (1) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वांश करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अधीन आने वाले क्षेत्र में रेखांक सं. सी-1 (ई)-3/जी.धार./429-0389 तारीख 27 मार्च, 1989 का निरीक्षण वेस्टर्न कोलफील्ड लि. (राजस्व विभाग) कोयला संपदा, सिविल लाइन्स, नागपुर-440 001 या कन्स्टर छिवाड़ा, मध्य प्रदेश के कार्यालय में अथवा कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है ।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 को उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इसे अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, राजस्व अधिकारी, वेस्टर्न कोलफील्ड लि. कोयला संपदा, सिविल लाइन्स, नागपुर-440 001 को भेजेंगे ।

घनुसूची  
ठेसगोरा "ए" ब्लॉक

पंच क्षेत्र

जिला छिंदवाड़ा (मध्य प्रदेश)

रेखांक सं. सी.-1 (ई)-3/जी.घार./429-0389, दिनांक 27 मार्च, 1989

क्र.सं.	ग्राम का नाम	पटवारी सकिल सं.	निपटारा संख्यांक	तहसील	जिला	क्षेत्र हेक्टेयरों में	टिप्पणियाँ
1.	ठेसगोरा	67	222	पारासिया	छिंदवाड़ा	470.005	संपूर्ण
2.	मथनी	67	459	पारासिया	छिंदवाड़ा	494.578	संपूर्ण
3.	सिरगोरी कला	67	567	पारासिया	छिंदवाड़ा	367.409	संपूर्ण
4.	मांडली	73	454	पारासिया	छिंदवाड़ा	390.764	संपूर्ण
कुल क्षेत्र						1722.756 हेक्टेयर (लगभग)	
						या 4257.03 एकड़ (लगभग)	

सीमा वर्णन :

क-ख-ग-घ	रेखा बिन्दु "क" से प्रारंभ होती है और ग्राम मांडली की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "घ" पर मिलती है।
घ-ङ-च-छ	रेखा ग्राम मथनी की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "छ" पर मिलती है।
छ-ज-झ-ट-ठ	रेखा ग्राम ठेसगोरा की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "ठ" पर मिलती है।
ठ-ड-ड-ण	रेखा ग्राम सिरगोरी कला की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "ण" पर मिलती है।
ण-क	रेखा ग्राम मांडली की बाहरी सीमा के साथ-साथ जाती है और प्रारंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43013/9/89-एन.एस.डब्ल्यू]

(Department of Coal)

New Delhi, the 19th September, 1989

S.O. 2585.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (30 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein,

The plan bearing No. C-1(E) III/GR/429-0389 dated the 27th March, 1989 of the area covered by this notification can be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines Nagpur-440001 or at the office of the Collector, Chhindwara, (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001 within ninety days from the date of publication of this notification in the Official Gazette.

**THE SCHEDULE**  
**THESGORA 'A' BLOCK**

Pench Area

District--Chhindwara (Madhya Pradesh)

Plan No. C-1(E) III/GR/429-0389, dated the 27th March, 1989

S. No.	Name of the village	Patwari Circle number	Settlement number	Tahsil	District	Area in hectares	Remarks
1.	THESGORA	67	222	Parasia	Chhindwara	470.005	Full
2.	MATHNI	67	459	Parasia	Chhindwara	494.578	Full
3.	SIRGORI KALAN	67	567	Parasia	Chhindwara	367.409	Full
4.	MANDLI	73	454	Parasia	Chhindwara	390.764	Full
Total Area-						1722.756 Hectare (approximately)	
						Or 4257.03 Acres (approximately)	

**Boundary description**

A—B—C—D	Line starts from point 'A' and passes along the outer boundary of village Mandli and meets at point 'D'.
D—E—F—G	Line passes along the outer boundary of village Mathni and meets at point 'G'.
G—H—I—J—K—L	Line passes along the outer boundary of village Thesgora and meets at point 'L'.
L—M—N—O	Line passes along the outer boundary of village Sirgori Kalan and meets at point 'O'.
O—A	Line passes along the outer boundary of village Mandli and meets at starting point 'A'.

[No. 43015/9/89-LSW]

नई दिल्ली, 21 सितम्बर, 1989

का.प्र. 2586.--केन्द्रीय सरकार ने कोयला धारक क्षेत्र (मजूरों और विकास) अधिनियम, 1957 (1957 का 20) को धारा 4 की उपधारा (1) के अधीन, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 17 अक्टूबर, 1987 में प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.प्र. 2837 तारीख 24 सितम्बर, 1987 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिशेष की भूमि में, जिसका माप 242.89 हेक्टर (लगभग) या 600 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना को यों;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त भूमि के एक भाग में कोयला प्राप्त किया जा सकता है।

अतः, प्रब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, हमने उदाहृत अनुसूची में वर्णित 137.22 हेक्टर (लगभग) या 339.07 एकड़ (लगभग) भूमि पर के समी अधिकार अर्जित करने के अपने आशय की सूचना देती है।

टिप्पण: 1. इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी-1(ई)/3/एफआर, 434.0689 तारीख 15 जून, 1989 का निरीक्षक कलक्टर, नागपुर (महाराष्ट्र) के कार्यालय में या कोयला निष्पन्नक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में, या बेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) कोल एस्टेट, सिविल लाउडिंग, नागपुर-440001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण: 2. उक्त अधिनियम की धारा 8 के उपबन्धों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबन्ध हैं: ]

## “अर्जन के विरुद्ध आक्षेप

“8. (1) कोई व्यक्ति जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिपूजा के निशाने जाने के तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों को अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

## स्पष्टीकरण :

इस धारा के अर्थात्तम यह कोई आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति इस भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियताएं करता चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को व्यक्तिगत रूप से या विधि व्यवसायी द्वारा चुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी प्रतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचना भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर अधिकारों के अंतर में प्राप्ति पर प्राप्ति विचारों और उसके द्वारा की गई कार्यवाही के अधिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या ऐसी भूमि में या उस पर अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।”

टिप्पण: 3. केन्द्रीय सरकार ने कोयला, निर्धनक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

## अनुसूची

घाटरोहता ब्लॉक

तामपुर क्षेत्र

जिला तामपुर (महाराष्ट्र)

## सभी अधिकार

क्र.सं. ग्राम का नाम	पटवारी सफिल सं.	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1. घाटरोहता	13	परसेवनी	तामपुर	25.17	भाग
2. जूनी काम्पटी	13	परसेवनी	तामपुर	112.05	भाग
कुल योग :				137.22 हेक्टर (लगभग)	
या				339.07 एकड़ (लगभग)	

ग्राम घाट रोहता में अर्जित किए जाने वाले प्लॉट संख्यांक :

152, 153, 154 (भाग), 155 (भाग), 156 (भाग), 157 (भाग), 158 से 160, 167 (भाग), 168 (भाग), 169 (भाग),

ग्राम जूनी काम्पटी में अर्जित किए जाने वाले प्लॉट संख्यांक :

1 (भाग), 3 से 5, 6 (भाग), 7, 8, 9 (भाग), 53, 54, 55क, 55ख, 56 से 59, 64 से 70, 71 (भाग), 72 (भाग), 73 से 76, 77क, 77ख, 78क, 78ख, 79क, 79ख, 80 से 81, 82 (भाग), 86 (भाग), 89क (भाग), 89ख (भाग), 90 (भाग), 91 (भाग), 92 (भाग), 93 (भाग), 94 से 100, 101 (भाग), 121 (भाग), 142क (भाग), 142ख (भाग), 143 (भाग)

सीमा वर्णन :

क—ख	रेखा “क” बिन्दु से प्रारंभ होती है, ग्राम जूनी काम्पटी में प्लॉट संख्यांक 89क, 89ख, 90, 91, 92, 93, 121, 142क, 142ख, 143 से होकर गुजरती है और बिन्दु “ख” पर मिलती है।
ख—ग	रेखा ग्राम जूनी काम्पटी में प्लॉट सं. 143, 121 से होकर जाती है, फिर प्लॉट संख्यांक 99 की बाहरी सीमा से गुजर कर प्लॉट सं. 101, 82 से होकर जाती है, फिर प्लॉट सं. 53, 59, 64 की बाहरी सीमा के साथ-साथ चलती हुई प्लॉट सं. 9 में जाती है और फिर प्लॉट सं. 1, 6 में प्लॉट सं. 3 की बाहरी सीमा के साथ-साथ चल कर “ग” बिन्दु पर घाटरोहता और जूनी काम्पटी ग्रामों के सम्मिलित सीमा पर मिलती है।
ग—घ	रेखा घाटरोहता ग्राम के प्लॉट सं 157, 156, 155, 154 से होकर जाती है और प्लॉट सं. 153, 152, 160 की बाहरी सीमा के साथ-साथ चलती हुई बिन्दु “घ” पर मिलती है।
घ—ङ	रेखा प्लॉट सं. 160 की बाहरी सीमा के साथ-साथ चलती हुई घाटरोहता ग्राम में होकर जाती है और फिर प्लॉट सं. 167, 168, 169 से होकर जाती है और “ङ” बिन्दु पर मिलती है।
ङ—च	रेखा प्लॉट संख्यांक 71, 72, 82, 86, 89 से होकर जूनी काम्पटी ग्राम से होकर जाती है और प्रारंभिक बिन्दु “क” पर मिलती है।

[सं. 43015/14/87-सीए/एल.एस डब्ल्यू]

बी. बी. राव, अवर सचिव



New Delhi, the 21st September, 1989

S.O. 2586.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal), S.O. No. 2837, dated the 24th September, 1987 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 17th October, 1987, the Central Government gave notice of its intention to prospect for coal in 242.81 hectares (approximately) or 600 acres (approximately) of the lands in locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of the said land :

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 137.22 hectares (approximately) or 339.07 acres (approximately) and all the rights over the said land as described in the Schedule appended hereto.

Note 2—Attention is hereby invited to the pro-434, 0689, dated the 15th June, 1989 of the area covered by this notification may be inspected in the Office of the Collector, Nagpur (Maharashtra) or in the Office of the Coal Controller, 1, Council House Street, Calcutta, or in the Office of the Western Coalfields Limited (Revenue Section), Coal Estate, civil Lines, Nagpur-440 001 (Maharashtra).

Note 2—Attention is hereby invited to the provisions of section 8 of the aforesaid Act, which provides as follows :—

“Objections to acquisition”

8(1)—Any person interested in any land in respect of which a notification under section

7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

#### Explanation

It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary either makes a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note : 3—The Coal Controller, 1, Council House Street, Calcutta has been appointed by the Central Government as the competent authority under the Act.

### SCHEDULE GHATROHANA BLOCK

Nagpur Area

District Nagpur (Maharashtra)

#### All Rights

S. No.	Name of village	Patwari Circle number	Tahsil	District	Area in hectares	Remarks
1.	Ghatrohana	13	Parseoni	Nagpur	25.17	Part
2.	Juni Kamptee	13	Parseoni	Nagpur	112.05	Part
Grand total					137.22 hectares (approximately)	
					or	
					339.07 acres (approximately)	

Plot numbers to be acquired in village Ghatrohana :

152, 153, 154 (Part), 155 (Part), 156 (Part), 157 (Part), 158 to 160, 167 (Part), 168 (Part), 169 (Part).

Plot numbers to be acquired in village Juni Kamptee :

1 (Part), 3 to 5, 6 (Part), 7, 8, 9 (Part), 53, 54, 55A, 55B, 56 to 59, 64 to 70, 71 (Part), 72 (Part), 73 to 76, 77A, 77B, 78A, 78B, 79A, 79B, 80, 81, 82 (Part), 86 (Part), 89A (Part), 89B (Part), 90 (Part), 91 (Part), 92 (Part), 93 (Part), 94 to 100, 101 (Part), 121 (Part), 142A (Part), 142B (Part), 143 (Part).

Boundary description :

A—B	Line starts from point 'A' through village Juni Kamptee in plot numbers 89A, 89B, 90, 91, 92, 93, 121, 142A, 142B, 143 and meets at point 'B'.
B—C	Line passes through village Juni Kamptee in plot numbers 143, 121, then outer boundary of plot number 99 in plot numbers 101, 82, then along the outer boundary of plot numbers 53, 59, 64, then in plot number 9 and then along the outer boundary of plot number 3 in plot numbers 1, 6 and meets common boundary of villages Juni Kamptee and Ghatrohana at point 'C'.
C—D	Line passes through village Ghatrohana in plot numbers 157, 156, 155, 154 and along the outer boundary of plot numbers 153, 152, 160 and meets at point 'D'.
D—E	Line passes through village Ghatrohana along the outer boundary of plot number 160 and then in plot numbers 167, 168, 169 and meets at point 'E'.
E—A	Line passes through village Juni Kamptee in plot numbers 71, 72, 82, 86, 89A and meets at starting point 'A'.

[No. 43015/14/87-CA/LSW]

B.B. RAO, Under Secy.

### साध/ एवं नागरिक पूर्ति मंत्रालय

( नागरिक पूर्ति विभाग )



भारतीय मानक ब्यूरो

नई दिल्ली, 12 सितम्बर, 1989

क्रा०अ० 2587—भारतीय मानक ब्यूरो नियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन मानक मुहरों के डिजाईन उनके शाब्दिक विवरण और सम्बद्ध भारतीय मानकों की संख्या और वर्ष सहित नीचे अनुसूची में दिए गए हैं, वे निर्धारित कर दिए गए हैं :

भारतीय मानक ब्यूरो अधिनियम, 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोजन के लिए ये मानक मुहर उनके सामने दी गई तिथियों से लागू होंगी :

#### अनुसूची

क्रम सं.	मानक मुहर का डिजाईन	उत्पाद/उत्पाद श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	मानक मुहर के डिजाईन का शाब्दिक विवरण	लागू होने की तिथि
1	2	3	4	5	6
1.		स्थायी हाईड्रोजन पर आक्साईड	IS : 2080:1980	स्लैब (2) में दिखाई गई निश्चित शैली और परस्पर सम्बद्ध अनुपात में बनाया गया "ISI" अक्षरयुक्त भारतीय मानक ब्यूरो का मोनोग्राम जिसमें भारतीय मानक की संख्या डिजाईन में दिखाए अनुसार मोनोग्राम के उपर अंकित हो।	1987-05-16
2.		फर्श की पालिश, पेस्ट	IS : 8541-1977	—यथोपरि—	1985-08-16

## MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)



## BUREAU OF INDIAN STANDARDS

New Delhi, 12th September, 1989

S.O.2587.—In pursuance of sub-rule (1) of the rule 9 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby notifies that the Standard Mark(s), design(s) of which together with the description of the design(s) and the number and year of the relevant India Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from the date shown against each :—

## SCHEDULE


Sl No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark	Date
(1)	(2)	(3)	(4)	(5)	(6)
1.		Stabilized hydrogen peroxide.	IS : 2080-1980	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	1987-05-16
2.		Floor polish, paste	IS : 8541-1977	-do-	1985-08-16

[No. CMD/13 : 9]

का. प्रा. 2588:—भारतीय मानक ब्यूरो नियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस मानक मुहर का डिजाईन उसके शाब्दिक विवरण और सम्बद्ध भारतीय मानक की संख्या— --- वर्ष सहित नीचे अनुसूची में दी गयी है, वह निर्धारित कर दिया गया है।

भारतीय मानक ब्यूरो अधिनियम 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोजन के लिए यह मानक मुहर 1988-10-01 से लागू होगी :—

## अनुसूची


क्रम सं.	मानक मुहर का डिजाईन	उत्पाद/ उत्पाद श्रेणी	सम्बद्ध भारतीय मानक की मानक मुहर के डिजाईन का शाब्दिक विवरण संख्या और वर्ष	
1	2	3	4	5
1		विद्युत संस्थापनों के लिए दृढ़ हस्तांतर तार नामियाँ	IS 9537 (भाग 2- 1981)	स्तम्भ (2) में दिखाई गई निश्चित शैली और परस्पर सम्बद्ध अनुपात में बनाया गया ISI प्रशस्त्युक्त भारतीय मानक ब्यूरो का मोनोग्राम जिसमें भारतीय मानक की संख्या डिजाईन में दिखाए अनुसार मोनोग्राम के ऊपर और संबद्ध भाग संख्या मोनोग्राम के नीचे प्रकट हो।

[संख्या सीएम डी / 13 : 9]

S. O. 2588.—In pursuance of sub-rule (1) of the rule 9 of Bureau of India Standards Rules, 1987 the Bureau of Indian Standards, hereby, notifies that the Standard Mark, design of which together with the description of the design and the number and year of the relevant Indian Standard is given in the Schedule hereto annexed has been specified.

This Standard Mark for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from 1988-10-01 :

### SCHEDULE


Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.		Rigid steel conduits for electrical installations.	IS : 9537 (Part II)—1781.	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being superscribed on the top side and the relevant part number being subscribed under the bottom side of the monogram as indicated in the design.

[No. CMD/13 : 9]

क्र० प्र० 2588:—भारतीय मानक ब्यूरो नियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस मानक मुहर का डिजाइन उसके शास्त्रिक विवरण और संबद्ध भारतीय मानक की संख्या वर्ष सहित नीचे अनुसूची में दी गयी है, वह निर्धारित कर दिया गया है।

भारतीय मानक ब्यूरो अधिनियम, 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोजन के लिए यह मानक मुहर 1986-04-01 से लागू होगी।

### अनुसूची


क्रम सं.	मानक मुहर का डिजाइन	उत्पाद/उत्पाद श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	मानक मुहर के डिजाइन का शास्त्रिक विवरण
1	2	3	4	5
1.		द्विचरित पैरोलियम गैस के लिए नम्य रबड़ की नलियाँ	IS 10908-1989	स्तम्भ (2) में दिखाई गई निश्चित शैली और परस्पर सम्बद्ध अनुपात में बनाया गया "ISI" अक्षरयुक्त भारतीय मानक ब्यूरो का मोनोग्राम जिसमें भारतीय मानक की संख्या डिजाइन में दिए अनुसार मोनोग्राम के ऊपर अंकित हो।

[संख्या सी एम डी/13 : 9]

S.O. 2589.—In pursuance of sub-rule (1) of the rule 9 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby, notifies that the Standard Mark, design of which together with the description of the design and the number and year of the relevant Indian Standards is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from 1986-04-01 :

#### THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Products	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.		Flexible rubber tubing for liquified petroleum gas.	IS : 10908—1989	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

क्र.भा. 2590—भारतीय मानक ब्यूरो विनियम, 1988 के उपविनियम 6 के विनियम (3) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित किया जाता है कि विद्युत संस्थापनों के लिए दृढ़ इस्पात की तार नालियाँ जिसका विवरण नीचे अनुसूची में दिया गया है, की प्रति इकाई मुहर लगाने की फीस निर्धारित कर दी गई है और यह फीस 1988-10-01 से लागू होगी।

#### अनुसूची

क्रम सं.	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहर लगाने की फीस
1	2	3	4	5
1.	विद्युत संस्थापनों के लिए दृढ़ इस्पात की तार नालियाँ	IS:9537 (भाग-2) 1981	100 मीटर	(1) र. 1.00 प्रति इकाई पहली 10000 इकाईयों के लिए, (2) 50 पैसे प्रति इकाई, 10001वाँ इकाई और उससे अधिक के लिए

[संख्या सी एमडी/13 : 10]

S.O. 2590.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for rigid steel conduits for electrical installations details of which are given in the Schedule hereto annexed has been determined and the fee shall come into force with effect from 1988-10-01 :

#### THE SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Rigid steel conduits for electrical installations.	IS : 9537 (Part-II 1981	100 Metres	(i) Re 1.00 per unit for the first 10000 units, and (ii) 50 Paise per unit for the 10001st unit and above.

[No. CMD/13 : 10]

का. आ० 2591—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित किया जाता है कि निम्नलिखित उत्पादों जिसका विवरण नीचे अनुसूची में दिया गया है, की प्रति इकाई मुहर लगाने की कीमत निर्धारित कर दी गई है और यह फीस प्रत्येक के सामने दी गई तिथियों से लागू होगी :-

## अनुसूची

क्रम सं.	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक इकाई की संख्या और वर्ष	प्रति इकाई मुहर लगाने की फीस	लागू होने की तिथि
1	2	3	4	5
1.	स्थिर हाइड्रोजन पेरॉक्साइड	IS:2080-1980	100 किग्रा.	रु. 10.00
2.	फर्श की पॉलिश, पेस्ट	IS 8541-1977	10 किग्रा.	(1) 75 पैसे प्रति इकाई पहली 500 इकाइयों के लिए, और (2) 50 पैसे प्रति इकाई 501 की इकाई और उससे अधिक के लिए।

[संख्या सी/एम डी 13:10]

S.O. 2591.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed have been determined and the fee(s) shall come into force with effect from the dates shown against each :

## SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian Standard	Unit	Marking fee per unit	Date of effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	Stabilized hydrogen peroxide.	IS : 2080—1980	100 kg.	Rs. 10.00	1987-05-16
2.	Floor polish, paste.	IS : 8541—1977	10 kg	(i) 75 Paise per unit for the first 500 units, and (ii) 50 Paise per unit for the 501st unit and above.	1985-08-16

[No. CMD/13 :10]

का. आ. 2592-- भारतीय मानक ब्यूरो विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित किया जाता है कि द्रवित पेट्रोलिएम गैस के लिए नम्य रबर की नलियों जिसका विवरण नीचे अनुसूची में दिया गया है, की प्रति इकाई मुहर लगाने की फीस निर्धारित कर दी गई है और यह फीस 1986-04-01 से लागू होगी

## अनुसूची

क्रम सं.	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहर लगाने की फीस
1	2	3	4	5
1.	द्रवित पेट्रोलिएम गैस के लिए नम्य रबर की नलियाँ	IS 10908-1984	1000मीटर	रु. 14.00

[संख्या सी एम डी / 13 : 10]

एस. सुब्रह्मनियम, उप महानिदेशक

S.O.2592—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for flexible rubber tubing for liquified petroleum gas details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1986-01-01 :

### THE SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Relevant Indian Standard	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Flexible rubber tubing for liquified petroleum gas.	IS : 10908—1984	1000 mts.	Rs. 14.00

[No. CMD/13 : 10]

S. SUBRAMANYAN, Dy. Dir. General

### वस्त्र मंत्रालय

नई दिल्ली, 20 सितम्बर, 1989

का. आ. 2593—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में वस्त्र मंत्रालय के अन्तर्गत आने वाले निम्नलिखित कार्यालय को जिनके 80 प्रतिशत में अधिक कर्मचारी वृद्ध ने हिन्दी का कार्य-साधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

हस्तशिल्प विपणन एवं विस्तार केन्द्र  
विकास आयुक्त (हस्तशिल्प) कार्यालय  
प्रकाश भवन पुलिस लाइन के सामने  
रातानाडा जोधपुरा (राजस्थान)

[सं. ई. 11011 / 18 / 89-हिन्दी]  
ओ. पी. कालरा, उप सचिव

### MINISTRY OF TEXTILES

New Delhi, the 20th September, 1989

S. O. 2593.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union), Rule, 1976, the Central Government hereby notifies the following office under the Ministry of Textiles whereof more than 80 percent staff have acquired working knowledge of Hindi:—

Handicrafts Marketing and Extension Centre,  
Office of Development Commissioner (Handicrafts),  
Prakash Bhawan, Op. Police Line,  
Ratanada, Jodhpur (Raj.)

[No. E-11011/18/89-Hindi]

O. P. KALRA, Dy. Secy.

### स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली 21 सितम्बर, 1989

का. आ. 2594—केन्द्रीय सरकार भारतीय चिकित्सा केन्द्रीय परिषद अधिनियम, 1970 (1970 का 48) की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय चिकित्सा केन्द्रीय परिषद के साथ परामर्श करने के पश्चात् उक्त अधिनियम की दूसरी अनुसूची में निम्नलिखित और संशोधन करती है:—

उक्त अनुसूची के भाग 1 में:—

“मध्य प्रदेश” शीर्षक के अधीन जीवाजी विश्वविद्यालय, खालियर से संबंधित क्रम संख्यांक 44 के सामने स्तम्भ 2,3 और 4 में विद्यमान प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टियाँ अन्तः स्थापित की जाएंगी अर्थात् :—

मान्यताप्राप्ती चिकित्सा अर्हताएं	रजिस्ट्रीकरण के लिए संक्षेपाक्षर	टिप्पणी
1	2	3
डॉक्टर ऑफ मेडिसिन (आयुर्वेद) (दोष धातुभल विज्ञान)	एम डी. (आयुर्वेद)	1982 से 1987 तक
डॉक्टर ऑफ मेडिसिन (आयुर्वेद) (शरीर क्रिया विज्ञान)	एम डी (आयुर्वेद)	1985 से 1987 तक।”

[सं. बी. 26015 / 2 / 88-ए. ई.]

भार. एस. मायूर, प्रवर सचिव

टिप्पण: भारतीय चिकित्सा केंद्रीय परिषद् अधिनियम 1970 (1970 का 48) की दूसरी अनुसूची में निम्नलिखित द्वारा संशोधन किए गए :-

1. का. प्रा. सं. 4068 तारीख 30 नवम्बर 1979
2. का. प्रा. सं. 2635 तारीख 18 दिसम्बर 1980
3. का. प्रा. सं. 2313 तारीख 20 अगस्त 1981
4. का. प्रा. सं. 2314 तारीख 22 अगस्त 1981
5. का. प्रा. सं. 137 तारीख 24 दिसम्बर 1981
6. का. प्रा. सं. 638 तारीख 25 जनवरी 1982
7. का. प्रा. सं. 661 तारीख 2 फरवरी 1982
8. का. प्रा. सं. 973 तारीख 20 फरवरी 1982
9. का. प्रा. सं. 354 (अ) तारीख 6 मई 1983
10. का. प्रा. सं. 3550 तारीख 5 सितम्बर 1983
11. का. प्रा. सं. 804(अ) तारीख 11 नवम्बर 1983
12. का. प्रा. सं. 462(अ) तारीख 23 जून 1984
13. का. प्रा. सं. 1911 तारीख 17 अप्रैल 1985
14. का. प्रा. सं. 2745 तारीख 29 मई 1985
15. का. प्रा. सं. 3404 तारीख 5 जुलाई 1985
16. का. प्रा. सं. 4057 तारीख 14 अगस्त 1985
17. का. प्रा. सं. 5603 तारीख 2 दिसम्बर 1985
18. का. प्रा. सं. 5671 तारीख 5 दिसम्बर 1985
19. का. प्रा. सं. 822 तारीख 17 फरवरी 1986 द्वारा अंतः स्थापित
20. का. प्रा. सं. 1832 तारीख 16 अप्रैल 1986 द्वारा अंतः स्थापित
21. का. प्रा. सं. 627 तारीख 7 फरवरी 1987
22. का. प्रा. सं. 760 तारीख 25 फरवरी 1987
23. का. प्रा. सं. 1030 तारीख 30 मार्च 1987
24. का. प्रा. सं. 1946 तारीख 9 जुलाई 1987
25. का. प्रा. सं. 3186 तारीख 30 अक्तूबर 1987
26. का. प्रा. सं. 1697 तारीख 15 अप्रैल 1988
27. का. प्रा. सं. 1504 तारीख 22 अप्रैल 1988
28. का. प्रा. सं. 1040 तारीख 6 अप्रैल 1989

### MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 21st September, 1989

S.O. 2594.—In exercise of the powers conferred by sub-section (2) of section 14 of the Indian Medicine Central Council Act, 1970 (48 of 1970), the Central Government, after consulting the Central Council of Indian Medicine, hereby makes the following further amendment in the Second Schedule to the said Act, namely :—

In Part I of the said Schedule :—

Under the heading “Madhya Pradesh” against Serial No. 44 relating to Jiwaji Vishwavidyalaya, Gwalior in columns 2, 3 and 4 after the existing entries, the following entries shall be inserted, namely :—

Recognised medical qualifications	Abbreviation for registration	Remarks
2	3	4
“Doctor of Medicine (Ayurveda) (Dosh Dhatumal Vigyan).	M.D. (Ayurveda)	from 1982 to 1987.
Doctor of Medicine (Ayurveda) (Sharir Kriya Vigyan).	M.D. (Ayurveda)	From 1985 to 1987.”

[No. V. 26015/2/88-AE]  
R.S. MATHUR, Under Secy.



Note : The Second Schedule to the Indian Medicine Central Council Act, 1970 (48 of 1970) has been subsequently amended vide:—

1. S.O. No. 4068, dated the 30th November, 1979
2. S.O. No. 2635, dated the 18th September, 1980
3. S.O. No. 2313, dated the 20th August, 1981
4. S.O. No. 2314, dated the 22nd August, 1981
5. S.O. No. 137, dated the 24th December, 1981
6. S.O. No. 638, dated the 25th January, 1982
7. S.O. No. 661, dated the 2nd February, 1982
8. S.O. No. 973, dated the 20th February, 1982
9. S.O. No. 354(E), dated the 6th May, 1983
10. S.O. No. 3550, dated the 5th September, 1983
11. S.O. No. 804(E), dated the 11th November, 1983
12. S.O. No. 462(E), dated the 23rd June, 1984
13. S.O. No. 1911, dated the 17th April, 1985
14. S.O. No. 2745, dated the 29th May, 1985

15. S.O. No. 3404, dated the 5th July, 1985
16. S.O. No. 4057, dated the 14th August, 1985
17. S.O. No. 5603, dated the 2nd December, 1985
18. S.O. No. 5671, dated the 5th December, 1985.
19. Inserted by S.O. No. 822, dated the 17th February, 1986
20. Inserted by S.O. No. 1832, dated the 16th April, 1986
21. S.O. No. 627, dated the 2nd February, 1987
22. S.O. No. 760, dated the 25th February, 1987
23. S.O. No. 1030, dated the 30th March, 1987
24. S.O. No. 1946, dated the 9th July, 1987
25. S.O. No. 3186, dated the 30th October, 1987
26. S.O. No. 1697, dated the 15th April, 1988
27. S.O. No. 1504, dated the 22nd April, 1988
28. S.O. No. 1040, dated the 6th April, 1989
29. S.O. No.

नई दिल्ली, 25 सितम्बर, 1989

का. आ. 2595—केन्द्रीय होम्योपैथी परिषद अधिनियम 1973 (1973 का 59) की धारा 13 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार केन्द्रीय होम्योपैथी परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की द्वितीय अनुसूची में एतद्वारा प्रागे और निम्नलिखित संशोधन करती है, अर्थात् :—

द्वितीय अनुसूची में “उत्तर प्रदेश” शीर्ष के अन्तर्गत क्रम संख्या 15-क और उनसे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रतिस्थापित किया जाए, अर्थात् :—

विश्व विद्यालय, बोर्ड अथवा चिकित्सा संस्थान का नाम	मान्यता प्राप्त चिकित्सा अर्हता	पंजीकरण के लिए संकेताक्षर	टिप्पणियाँ
“15-क आगरा विश्व विद्यालय, आगरा	बैचलर आफ मेडिसिन एंड सर्जरी	बी. एम. एस.	“1981 के बाद से”

[सं. बी. 27021/6/82-होम्यो.]  
एस. बी. गोयल, निदेशक  
(आई. एस. एम.)

New Delhi, 25th September, 1989

S.O.2595.—In exercise of the powers conferred by sub-section (2) of section 13 of Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government, after consulting the Central Council of Homoeopathy, hereby makes the following further amendment in the Second Schedule to the said Act, namely :—

In the Second Schedule, under the heading “Uttar Pradesh”, for serial number 15A and entries relating thereto, the following shall be substituted, namely :—

Name of University, Board or Medical Institution	Recognised medical qualification	Abbreviation for registration	Remarks
1	2	3	4
“15A, Agra University, Agra.	Bachelor of Medicine and Surgery.	B.M.S.	From 1981. onwards”

[No. V-27021/6/82-Homoeo]  
S.B. GOEL, Director (ISM)

**मानव संसाधन विकास मंत्रालय**

(शिक्षा विभाग)

नई दिल्ली, 25 अगस्त, 1989

का. भा. 2596:—केन्द्रीय सरकार राजभाषा (संघ के सरकारी प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम, 10 के उपनियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) के अन्तर्गत कार्यरत निम्नलिखित कार्यालय को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

राष्ट्रीय शैक्षिक अनुसंधान

और प्रशिक्षण परिषद,

श्री अरविन्द मार्ग,

नई दिल्ली-1100016

[सं. ई. 11011/21/89 रा. भा. ए]

मदन मोहन दरगन सहायक निदेशक  
(राजभाषा)**MINISTRY OF HUMAN RESOURCE DEVELOPMENT**  
(Deptt. of Education)

New Delhi, the 25th August, 1989

S.O. 2596.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for the Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the undermentioned office under the Ministry of Human Resource Development (Department of Education) more than 80 per cent of staff of which has acquired working knowledge of Hindi:—

“National Council of Educational  
Research and Training,  
Sri Aurobindo Marg,  
New Delhi-110016.

[No. E. 11011/21/89-OLU]  
MADAN MOHAN DARGAN, Asstt. Director (O.I.)**कृषि मंत्रालय**

(कृषि और सहकारिता विभाग)

नई दिल्ली, 19 सितम्बर, 1989

का. भा. 2597:—केन्द्रीय सरकार 30 जुलाई 1982 यथा संशोधित पशु श्रूरता निवारण अधिनियम, 1960 के खण्ड-5 के उपखण्ड (1) (1) के उपबंधों के तहत एतद्वारा श्री एम. विन्सेन्ट सदस्य (राज्य सभा) की श्री इरासम्बासिवम के स्थान पर तत्काल से और आगामी आदेशों तक भारतीय पशु कल्याण बोर्ड के सदस्य के रूप में पुनर्नामित करती है।

[संख्या 14-G/89-एल. डी.-I]

आर. कन्दीर, छपर सचिव

**MINISTRY OF AGRICULTURE**

(Department of Agriculture and Cooperation)

New Delhi, the 19th September, 1989

S.O. 2597.—Under provision of Subsection (1)(i) of Section 5 of the Prevention of Cruelty to Animals Act, 1960, as amended upto 30th July, 1982, the Central Government

hereby nominates Shri M. Vincent, Member of Parliament (Raya Sabha) as member of Animal Welfare Board of India with immediate effect and until further orders in place of Shri Era Sambasivam

[No. 14-6/89-LD.I]

R. KANDIR, Under Secy.

**जल भूतल परिवहन मंत्रालय**

(श्रम प्रभाग)

नई दिल्ली, 25 सितम्बर, 1989

का. भा. 2598:—जबकि डाक वर्कर्स (रोजगार का विनियम) अधिनियम, 1948 (1948 का 9वां) की धारा 4 की उप-धारा (1) द्वारा यथापेक्षित कलकत्ता चिपिंग और पेंटिंग कामगार (रोजगार का विनियम) स्कीम 1970, जल-भूतल परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना सं. का. भा. 921 दिनांक 3 अप्रैल, 1989 के तहत भारत के दिनांक 29 अप्रैल 1989 के राजपत्र के भाग 2 खण्ड 3 उपखण्ड (ii) में प्रकाशित की गई थी जिसमें सरकारी राजपत्र में उक्त अधिसूचना के प्रकाशित होने की तारीख से 45 दिन की अवधि के अन्दर ऐसे सभी व्यक्तियों से जिनको उम्मेद प्रभावित होने की संभावना है, आपत्तियाँ और सुझाव आंशिकित किए गए थे।

और जबकि उक्त राजपत्र की प्रतियाँ 23 मई 1989 को जन को सुलभ कराई गई थीं,

और जबकि उक्त प्राप्ति पर जनता से प्राप्त आपत्तियों एवं सुझाव पर केन्द्रीय सरकार द्वारा विचार किया गया है,

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा निम्नलिखित स्कीम बनाती है, अर्थात्:—

**स्कीम**

- (1) इस स्कीम का नाम कलकत्ता चिपिंग और पेंटिंग कामगार (रोजगार का विनियम) संशोधन स्कीम 1989 होगा।
- (2) यह राजकीय राजपत्र में इसके अन्तिम प्रकाशन की तारीख से प्रवृत्त होगी।
- कलकत्ता चिपिंग और पेंटिंग कामगार (रोजगार का विनियम) स्कीम, 1970 में धारा 7 की उपधारा (1) में निम्नलिखित को मध (ड) के रूप में जोड़ा जाए अर्थात्:—

“(ड) डाक लेबर बोर्ड के वित्तीय संसाधनों को बढ़ाने के विचार से चिपिंग और पेंटिंग के लिए संविदा तथा इससे संबंधित अन्य कार्य अथवा आनुषंगिक कार्यों जैसे वाणिज्यिक क्रिया-कलाप करना।

[फा.सं. एल.बी-1301 3/15/88-एन-IV(i)]

बी शंकरसिंगम, निदेशक

**MINISTRY OF SURFACE TRANSPORT**

(Labour Division)

New Delhi, the 25th September, 1989

S.O. 2598.—Whereas draft of a scheme to amend the Calcutta Chipping and Painting Workers (Regulation of Employment) Scheme, 1970 was published, as required by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948) with the notification of the Government of India in the Ministry of Surface Transport (Transport Wing) No. S.O. 921, dated the 3rd April, 1989 in the Gazette of India, Part II, Section

3, Sub-section (ii) dated the 29th April, 1989, inviting objections and suggestions from all persons likely to be affected thereby within a period of 45 days from the date of publication of the said notification in the Official Gazette;

And whereas copies of the said Gazette were made available to the public on the 23rd May 1989;

And whereas objections and suggestions received from the public on the said draft have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the said Act, the Central Government hereby makes the following Scheme, namely:—

#### SCHEME

1. (1) This Scheme may be called the Calcutta Chipping and Painting Workers (Regulation of Employment) Amendment Scheme, 1989.

(2) It shall come into force on the date of its final publication in the Official Gazette.

2. In the Calcutta Chipping and Painting Workers (Regulation of Employment) Scheme, 1970, under sub-clause (1) of clause 7, the following may be added as item (n) :—

“Undertaking commercial activities like contract for chipping and painting work and any other work connected therewith or incidental thereto with the view to augment the financial resources of Dock Labour Board”.

[File No. LB-13013/15/88-L.IV(i)]

V. SANKARALINGAM, Director

#### धम संज्ञासूच

नई दिल्ली, 18 सितम्बर, 1989

का.प्र. 2599 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया, नई दिल्ली के प्रबन्धन के सम्बद्ध निवीजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट का प्रकाशित करता है, जो केन्द्रीय सरकार को 15-9-89 को प्राप्त हुआ था।

#### MINISTRY OF LABOUR

New Delhi, the 18th September, 1989

S.O. 2599.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Air India, New Delhi and their workmen, which was received by the Central Government on 15-9-89.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NEW DELHI

I.D. No. 90/87

In the matter of dispute between :

Shri Jai Parkash New Tata Nagar, Mahipalpur Dairy,  
Gurgaon Road, New Delhi-110037.

Versus

The Personnel Manager Air India, Himalya House,  
Katurba Gandhi Marg, New Delhi.

APPEARANCES : None.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/17/86-D.II(B), dated 2-9-1987 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the Management of Air India in terminating Shri Jai Parkash, Loader from service with effect from 28-2-1984 is legal and justified? If not, to what relief is the concerned workman entitled?”

2. The workman filed a statement of claim dated 14-12-87. The Management filed written statement dated 25-4-88. Thereafter the case was fixed for filing of rejoinder by the workman. However, the workman did not file his rejoinder and in fact stopped appearing in this Tribunal w.e.f. 7-3-89. It appears that the workman has lost interest in this dispute. Hence ‘no dispute’ award is given and this reference is disposed of accordingly.

G. S. KALRA, Presiding Officer

31st August, 1989.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

31st August, 1989.

G. S. KALRA, Presiding Officer

[No. L-11012/17/86-D.II(B)/D.III(B)]

का.प्र. 2600 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राउरकेला स्टील प्लांट के ओरस, माईन्स और क्वार्रिज विभाग के प्रबन्धन के सम्बद्ध निवीजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण भुवनेश्वर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 15-9-89 को प्राप्त हुआ था।

S.O. 2600.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ores, Mines and Quarries Dept. of Rourkela Steel Plant and their workmen, which was received by the Central Government on 15-9-89.

#### ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

Industrial Dispute case No. 66 of 1987 (Central)

Dated, Bhubaneswar, the 31st July, 1989

BETWEEN :

The management of Ores, Mines and Quarries Dept.  
of Rourkela Steel Plant (SAIL), Dist, Sundergarh.

.. First Party—Management.

AND

Their workmen represented through the Vice-President  
Rourkela Mazdoor Sabha, Rourkela.

...Second Party—Workmen.

## APPEARANCES :

Shri B. K. Mohapatra, ..For the First.  
Manager (PL-IR), Party-management

Shri Jagdish Nag, representative of the Union.

..For the Second Party-workmen.

## AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and by their order NO. L-26011/16/87-D.II(B) dated 29-8-87 have referred the following dispute for adjudication by this Tribunal :—

"Whether the demand of the workmen that the Radio Telephone Operators working in the mines of Ores, Mines and Quarries Department of Rourkela Steel Plant (SAIL), A.P.O. Rourkela, Dist. Sundergarh should be given A-2 scale of pay instead of N-6 scale of pay on their promotion to the post of Wireless Operators with effect from 1-1-86 or after is justified? If so, to what relief are the workmen entitled?"

2. The memorandum of settlement duly signed by both parties on 11-6-89 is put-up. The representative of the second party-workmen and the representative of the first party-management submitted that they have settled the dispute out of Court in the interest of industrial peace and harmony and prayed to pass an Award in terms of the settlement. Both the parties admitted the terms of the settlement before the Lok Adalat held on 1-7-89 and also before this Tribunal. The settlement seems to be fair. Hence, I pass this Award in terms of the settlement. The memorandum of settlement do form part of the Award. Dictated & corrected by me.

S. K. MISRA, Presiding Officer

[No. L-26011/16/87-D.II-B]

## FORM-H

Memorandum of Settlement Dt. 11th June, 1989 between the Management of SAIL, Rourkela Steel Plant, Rourkela and the Radio Telephone Operators of O. M. Q. Department represented through Rourkela Mazdoor Sabha, Rourkela.

## Representing Management :

1. B. K. Mohapatra,  
Manager (PL-IR),  
R.S.P. Rourkela.

## Representing Workmen :

1. Jagdish Nag,  
Vice-President, Rourkela,  
Mazdoor Sabha, Rourkela.

## SHORT RECITAL OF THE CASE

That the I.D. Case No. 66 of 1987 (c) was referred to the Industrial Tribunal by the Government of India and the Terms of reference is as given here under :—

"Whether the demand of the workman that the Radio-Telephone Operators working in the Mines of Ores Mines and Quarries Department of Rourkela Steel Plant (SAIL), A.P.O. Rourkela, Dist-Sundergarh should be given A-2 scale of pay in stead of N-6 scale of pay on their promotion to the post of wireless operators w.e.f. 1-1-86 or after is justified? If so, to what relief are the workmen entitled?"

After protracted discussion and with the Assistance of the Conciliation Cell of the State Legal Aid and Advisory Board

two parties have arrived at the following terms of the settlement :—

## TERMS OF SETTLEMENT

It is agreed that the Radio Telephone Operator of O.M.Q. Department of R.S.P. Rourkela will be given A-2 scale of pay with effect from the date they were offered or they accepted the N-6 scale on their promotion to the post of wireless operators.

2. They will be paid financial benefits (the difference of the basic Pay and D.A. only) arising out of this agreement within thirty days from the due date of publication of the Award passed in terms of the settlement.

3. The Union and Workman concerned shall not raise any other Industrial Dispute or other dispute/Case pertaining to the Case No. 66/1987(c) pending before the Industrial Tribunal.

Representing Management :

(B. K. Mohapatra)

Representing the Workman :

(Jagdish Nag),

R. C. MISHRA, Conciliation Officer

नई दिल्ली, 20, सितम्बर 1989

का. प्र. 2601--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में. उड़ीसा माईनिंग कॉर्पोरेशन लि. की एस.जी.बी.के. मैंगनीज माईन के प्रबन्ध-क्षेत्र के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण, नुयनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रिय सरकार को 18-9-89 को प्राप्त हुआ था।

नई दिल्ली, 20 सितम्बर, 1989

New Delhi, the 20th September, 1989

S.O. 2601.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SGBK Manganese Mine of M/s. Orissa Mining Corp. Ltd. and their workmen, which was received by the Central Government on 18-9-89.

## ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

PRESENT :

Shri S. K. Misra, LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute case No. 61 of 1987 (CENTRAL)

Dated Bhubaneswar, the 1st September, 1989

BETWEEN :

The Management of SGBK Manganese Mine of M/s. Orissa Mining Corporation Ltd., Barbil, Dist. Keonjhar. ..First Party-Management.

## AND

Their workmen namely S/Shri

1. Gadadhar Pradhan,
2. Maheswar Poddar,
3. Subadh Sh. Samanta,
4. Md. Leyaquat Hussain.
5. Ramendranath Chakravorty,
6. Syed Mobark Ali,

7. Md. Mazloom Hussain.
8. Abdul Gaffar,
9. Ramakar Naik.
10. Md. Quasim,
11. Iswar Ch. Pradhan,
12. Harish Ch. Das,
13. Abdul Majid,
14. Baidyanath Pradhan,
15. Krishna Singh,
16. Abdul Quayem,
17. Md. Hashim,
18. Banabihari Pradhan.
19. Md. Rashid Anwar,
20. Sudhir Kumar Nayak,
21. Padmalochan Pradhan,
22. Bansidhar Mahanta.
23. Bidyadhar Mahakud,
24. Ajambar Mahanta,
25. Md. Shahid Iqbal,
26. Jagabandhu Pradhan,
27. Mitrabhanu Pradhan.
28. Jarmani Pradhan,
29. Banshi Munda,
30. Ruta Munda,
31. Sunaram Munda,
32. Krushna Ch. Mahanta,
33. Smt. Agnesh Khoya,
34. Sadhu Ch. Purty.

Represented through the General Secretary Barbil Zone Mining & Transport Workers Union, At : Guruda, Dist : Keonjhar. ...Second party-Workmen.

#### APPEARANCES :

Shri D. N. Mishra.

Shri D. Mishra &

Shri Rabi N. Nayak.

...For the First Party-Management.

Shri J. N. Pattnaik, Advocate. ...For the Second Party-Workmen.

#### AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred upon them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and by their order No. L-27011/2/87-D. III (B) dated 14-9-1987 have referred for adjudication the following dispute :—

"Whether the demand of the workmen of SGBK Mangane Mine of M/s. Orissa Mining Corporation Ltd., At/P.O.—Barbil, Distt : Keonjhar that Shri G. D. Pradhan and 33 others should be paid wages in accordance with the corresponding scales of pay of the employees of M/s. O.M.C. Ltd., is justified ? If so, to what relief are the workmen entitled ?"

2. The respective cases of the parties, namely, the 34 workmen represented by the General Secretary of the Barbil Zone Mining and Transport Workers Union and the Management of M/s. Orissa Mining Corporation Ltd., as would appear from the statement of claim filed on behalf of the workmen and the written statement filed by the management in this proceeding are as below.

3. The 34 workmen were the employees of M/s. Serajuddin & Co. which was operating the SGBK Mines (a manganese mines) at Guruda until June, 1982, when the Government of Orissa took possession of the said mines on account of cancellation of the lease in favour of M/s. Serajuddin & Co. The Government of Orissa appointed the Orissa Mining Corporation Ltd. to operate the aforesaid mines and directed that the

employees of M/s. Serajuddin & Co. working in the aforesaid mines would continue in employment. Pursuant to such direction the employees of M/s. Serajuddin & Co. continued under the employment of the Orissa Mining Corporation Ltd. Names of such employees in respect of whom the present dispute has been raised with their designation, scale of pay and total emoluments drawn under M/s. Serajuddin & Co. are given in the statement filed alongwith the statement of claim on behalf of the workmen. In the said statement the designation and salary particulars of employees of similar grade who are performing the same nature of work in the Orissa Mining Corporation Ltd. are also mentioned. The grievance of the second party-workmen is that though they have been discharging identical duties as that of the regular employees of the Mining Corporation they are not being given the scale of pay admissible to the regular employees and are being paid salary at a lower scale.

4. The first party-management in its written statement re-stated the claim of the workmen on the ground that after the Orissa Mining Corporation Ltd. was appointed as an agent of the Government of Orissa to work out the SGBK Mangane Mines and before operating the mines there was a full-fledged discussion between the Managing Director of the Corporation and the Orissa Mining Workers Union, Guruda. An agreement was signed on 17-6-1982 (Ext. B) between the president of the Union and the Managing Director of the Corporation with regard to the number of employees, who had been working under M/s. Serajuddin & Co. to be taken into employment of the Corporation, the terms and conditions of their employment and the wages to be paid to them etc. In that agreement it was stipulated that the monthly and weekly paid staff of the erstwhile lessee M/s. Serajuddin & Co. would receive their pay/wages at the rate last drawn from the erstwhile lessee and the daily rated workmen would be paid wages as per the minimum wage notification issued by the Government of India. According to the management, there was another agreement between the management and the union on 13-1-1982 wherein there was a stipulation to the effect that the revision of scale of pay of the monthly paid staff would be taken-up after grant of lease of SGBK Mines to the Corporation. The management emphasised that from the beginning it had made clear to the Union that unless final lease of the SGBK Mangane Mines is granted in favour of the Corporation by the State Government it would not be possible to give to the employees of the SGBK Mangane Mines the pay scales admissible to the employees of the Corporation. In spite of several correspondence made by the Corporation to the State Government, as also, the Central Government for grant of final lease in its favour in order to solve the problems of the employees the lease as yet has not been finalised in favour of the Corporation. In the circumstance, question of giving salary/wage to these employees of the erstwhile lessee at par with the salary/wages paid to the employees of the Corporation does not arise.

It is averred by the Corporation that it has framed recruitment and promotion rules in respect of its own employees qualifications for each category of employee have been prescribed. M/s. Serajuddin & Co. was a private company and it had appointed certain underqualified persons giving different designations. For example, in the Mining Corporation, the minimum qualification prescribed for a Junior Accountant is a degree in Commerce, whereas, M/s. Serajuddin & Co. had appointed plucked matriculates and matriculates as Junior Accountants. Similarly, the required qualification for a Mines Foreman under the Corporation is a Diploma in Mining Engineering with Mines Foreman certificate but all the Foreman of M/s. Serajuddin & Co. were not Diploma holders. It is contended that in the circumstance, the employees of M/s. Serajuddin & Co. can not claim to be equated with the employees of the Corporation.

The first party-Corporation has further contended that once the pay scales of the employees of the previous lessee M/s. Serajuddin & Co. would be equated with the pay scales admissible to the employees of the Mining Corporation, they will come-forward with a demand for fixing of their seniority in the gradation list of the Corporation.

The further plea of the first party-management is that out of the 34 employees mentioned in the order of reference, who had been working with M/s. Serajuddin & Co., 16 were

monthly paid employees and the rest were daily rated employees. The daily rated employees in no circumstance can be equated with monthly paid employees and no scale of pay can possibly be prescribed in respect of them as have been done in respect of the Corporation's own employees.

In the written statement of the management a plea was also taken that the Barbil Zone Mining and Transport Workers Union by which the present dispute has been raised does not function in the mines in question and therefore, it is not competent to represent the concerned workmen in this proceeding and besides, the General Secretary of the Union is, in fact, not the General Secretary and as such, the reference is incompetent.

5. On these pleadings, the points which arise for consideration are :

- (i) If the reference is maintainable ?
- (ii) If the demand of the workmen of the SGBK Manganes Mines of M/s. O.M.C. Ltd., Barbil that the workmen Sri Pradhan and 33 others should be paid wages in accordance with the corresponding scale or pay of the employees of the O.M.C. Ltd., is justified ?
- (iii) To what relief the workmen are entitled in this proceeding ?

6. So far as the question of maintainability of the reference is concerned, no evidence was adduced by the first party management in the matter. Only a question was put to W.W.I, who is a workman of the SGBK Mines as to whether the workmen were members of the Barbil Zone Mining Transport Workers Union, Barbil and he replied in the affirmative. In the circumstance, I take it that this issue on the question of maintainability of the reference was given-up.

7. Next coming to the dispute between the parties as to whether the demand by the 34 workmen to be paid wages in accordance with the corresponding scales of pay of the employees of M/s. Orissa Mining Corporation Limited was justified or not, the main objection of the Corporation is that they are simply operating the Mines as an agent of the State Government without being granted a lease of the mines and therefore, question of introducing a scale of pay for the erstwhile employees of the erstwhile lessee M/s. Serajuddin & Co., who have been working in the Mines under the Corporation, does not arise.

This argument does not appear to be reasonable. There can be no denying of the fact that so far as these employees are concerned in respect of whom the present reference has been made, the Corporation is the employer paying wages to them. Therefore, it is bound to pay them wages to which they are entitled either according to any agreement or statute or award. The Corporation can not take a plea that merely because a lease has not been finalised in its favour, it has no obligation to pay appropriate wages to the employees to which they are entitled. In the circumstance, I do not accept the contention advanced by the Corporation on this score.

The other contention of the Corporation in this regard is that it has a set of rules prescribing the minimum qualification and experience for recruitment to different posts in the Corporation. M/s. Serajuddin & Co., a private company had appointed certain unqualified and underqualified persons in the Mines in question and had designated them differently and as such, they can not be equated with the own employees of the Corporation in respect of whom minimum qualification and experience have been prescribed. As an illustration, it was stated on behalf of the Corporation that in the post of a junior Accountant under the Corporation, a degree in B. Com, is prescribed, whereas, persons holding Accountant or Jr. Accountant post under M/s. Serajuddin & Co. were matriculates or non-matriculates. Similarly, a diploma in mining engineering is necessary to be appointed as Mines Foreman in the Corporation but the Mines Foreman under M/s. Serajuddin & Co. were not diploma holders.

The third objection of the Corporation in this regard is that once the scale of pay for these second party-workmen were revised they would demand for fixing of their seniority in the gradation list of the employees of the Corporation which would give rise to a lot of complications.

So far as these contentions are concerned, it was urged on behalf of the second party-workmen that as disclosed in the evidence of the management's witness Sri S. F. Hussain, who functioned as the Manager of SGBK Mines, Barbil since June, 1982 till the early part of 1984, these workmen who had been working in the Mines under M/s. Serajuddin & Co. and were employed by the Corporation after the mine was takenover, discharged the same duties and functions as the Corporation employees. Even some of them were transferred to other Mines of the Corporation to discharge various functions. He also stated that none of the 34 employees by their qualifications violated the provisions of the Mines Act. According to him, out of the 34 employees, 6 needed qualifications as per the Mines Act and they had such qualifications. It is urged on behalf of the second party-workmen in this regard that for application of the doctrine of 'equal pay for equal work', qualification alone can not be a relevant consideration. The nature of duties performed is the sole guiding consideration in that respect. Since the 34 employees continued to perform the same nature of duties as that of the employees of the Corporation holding corresponding posts, there is no reason as to why they should be deprived of the scale of pay which is allowed to such employees of the Corporation.

8. The principle of 'equal pay for equal work' is not an abstract doctrine as has been held in a number of decisions of the Hon'ble Supreme Court of India. In this connection, the Constitution of India mandates the State to make provisions for securing equal pay for equal work. There is absolutely no reason as to why a group of people performing similar and same duties and discharging same responsibilities would get less wages than another group performing the same duties and discharging the same responsibilities. Such practice not only violates the Constitutional mandate but also introduces disparity amongst industrial workers leading to industrial unrest.

9. In this connection, I may refer to a few decisions of the Hon'ble Supreme Court of India as also the Hon'ble High Court of Orissa.

In the case of Surinder Singh and another v. Engineer-in-Chief, C.P.W.D. and others reported in A.I.R. 1986 Supreme Court 584, their Lordships considered the case of some daily wage earners employed by the Central Public Works Department, who were paid wages much less than that were paid to the permanent employees of the C.P.W.D. employed to do identical works. The Hon'ble Supreme Court of India in the aforesaid case referred to an earlier Supreme Court decision in the case of the Employees of Nehru Yuvak Kendra v. The State of U.P. and quoted with approval the following passage :—

"We, therefore, allow the writ petitions and make the rule absolute and direct the Central Government to accord to these persons who are employed by the Nehru Yuvak Kendras and who are concededly performing the same duties as Class IV employees, the same salary and conditions of service as are being received by Class IV employees except regularisation which can not be done since there are no sanctioned posts. But we hope and trust that posts will be sanctioned by the Central Government in the different Nehru Yuvak Kendras, so that these persons can be regularised. It is not at all desirable that any management and particularly the Central Government should continue to employ persons on casual basis in organisations which have been in existence for over 12 years. The salary and allowances of Class IV employees shall be given to those persons employed in Nehru Yuvak Kendra with effect from the date when they were respectively employed."

"Earlier the court also observed that it was a peculiar attitude to take on the part of the Central Government to say that they would pay only daily wages and not the same wages as other similarly employed employees, though all of them did identical work. The court said :—

"This argument lies ill in the mouth of the Central Government for it is an all too familiar argument with the exploiting class, and a welfare state committed to a socialist pattern of society can not be permitted to advance such an argument. It must be remembered that in this country where there is so much unemployment, the choice for the majority of people is to starve

or to take employment on whatever exploitative terms are offered by the employer. The fact that these employees accepted employment with full knowledge that they will be paid only daily wages and they will not get the same salary and conditions of service as other class IV employees can not provide an escape to the Central Government to avoid the mandate of equality enshrined in Article-14 of the Constitution. This Article declares that there should be equality before law and equal protection of the law and implicit in it is the further principle that there must be equal pay for work of equal value. .... It makes no difference whether they are appointed in sanctioned posts or not. So long as they are performing the same duties, they must receive the same salary and conditions of service as Class-IV employees."

In the aforesaid decision (AIR 1986 S.C. 584) their Lordships of the Supreme Court disapproved the contention advanced on behalf of the Central Govt. to the effect that the doctrine of equal pay for equal work' a mere abstract doctrine and that it was not capable of being enforced in the Court of law and held categorically that the above doctrine is one of the vital and vigorous doctrines accepted throughout the world, particularly by all Socialist countries. They observed:—The Central Government, the State Govt. and likewise, all Public Sector Undertakings are expected to function like model and enlightened employers and arguments such as those which were advanced before us that the principle of equal pay for equal work is an abstract doctrine which can not be enforced in a court of law should ill-come from the mouths of the State and State Undertakings."

In a case between the Director of Animal Husbandry and Veterinary services, Orissa Vrs. Presiding Officer, Industrial Tribunal and others (O.J.C. No. 1395 of 1980), a division bench of the Hon'ble High Court of Orissa adopted the very same view which has been expressed in the Supreme Court case referred to above. In another case between Sri Nrusingha Charan Sahoo and others Vrs. the State of Orissa and another (O.J.C. No. 1571 of 1987), a division bench of our own High Court also referred to the Supreme Court decisions and to Article-38 (2) of the Constitution of India and observed that though the provision in Article-38(2) is not enforceable in court of law, reliance can be placed on it to show that the petitioners in that case had been subjected to hostile discrimination. Denial of the minimum pay in the pay scales of regularly employed workmen amounted to "exploitation of labour". Their Lordships also negated the plea advanced before them that the employer in that case, which was a Corporation was running at a loss, as irrelevant and held "But engage if it shall, it has to pay remuneration/wages to which another doing the same work under it is entitled. It can not indulge in exploitative practice."

Thus, considering the evidence adduced in the present proceeding before me and the contentions of the parties, I would hold that the 34 second party-workmen are entitled to wages in the regular scale of pay, equivalent to the scale of pay paid to the employees of the Corporation in equivalent cadres rendering same type of work under the Corporation.

10. It is contended on behalf of the first party-management that the 34 employees, who had been employed by a private company do not have adequate educational qualification and experience so as to be equated with the employees of the Corporation who are appointed after compliance of the recruitment and promotion rules and for whom minimum qualification and experience have been prescribed. This contention does not appear to be acceptable, in as much as, as would appear from Ext. 3 series, many employees of the Corporation functioning as Junior or Senior Assistants and Accountants are matriculates or under-matriculate. Even persons holding the post of Mining Foremen have read up-to Class-VIII or IX without any diploma in engineering.

MW. 1. the concerned Mines Manager has stated in his evidence that the duties which the 34 second party-workmen were performing in the SGBK Manganese Mines were necessary for efficient management and operation of the

Mines. He also stated that during his tenure as Manager of this Mines, some of these 34 workmen were transferred to work in other Mines of the O.M.C. on temporary basis. Though he attempted to wriggle out of the aforesaid statement by stating that none of them were transferred, he however admitted during his cross examination that he could neither assert nor deny as to if any of the employees of the aforesaid mines were transferred to work in other Mines of the O.M.C. because he did not remember any such fact. He stated that he was not in a position to deny if Jena Purty, Dasarathi Mahanta and some others who had been working in SGBK Manganese Mines at the time of take over of the said Mines by the O.M.C. were transferred to work in the other Mines of the Mining Corporation. He admitted that some of the employees of the Mining Corporation were brought from some of the Mines of the Corporation to work in the SGBK Manganese Mines after it was taken over and those employees of the Corporation were paid salaries and wages in the scale of pay adopted by the O.M.C. He stated that similar jobs done by the employees of the SGBK Manganese Mines are also done by the employees in the other Mines of the Corporation. He stated that out of the 34 second party-workmen, those who are covered by the Mines Act are not disqualified under the said Act to work in the Mines and none of them would be said to have been under-qualified to work in the Mines.

I quite agree with the contention advanced on behalf of the second party-workman that it is the nature of the duties performed by the second party-workmen that will determine the issue and not their qualification. In this case reliance has been placed on behalf of the workmen on Ext. 7 which is a chart in which the names and designations of the 34 second party-workmen has been mentioned and the comparable posts under the Corporation against which they could be regularised have been indicated. There is, however, no clear evidence available in this proceeding to record a finding as to the qualitative duties performed and responsibilities discharged by the two sets of employees, namely, the employees of M/s. Serajuddin & Co. who have been employed to work in the SGBK Manganese Mines after it was taken over by the O.M.C. and the employees of the O.M.C.

11. In a recent decision of the Supreme Court of India in the case of the Federation of All India Customs and Central Excise Stenographers and others Vrs. Union of India and others, reported in 1988 (57) P.L.R. 259 the concept of "equal pay for equal work" and its applicability were considered. This is a case in which the petitioners, namely, the Stenographers (Grade-I) who are attached with Officers in the pay scale of Rs. 2500-2750 (Level-I) sought parity with pay scale of the Stenographers attached to the Joint Secretaries and Officers above that rank. They alleged that as between them and their Secretariat counterparts all things, all relevant considerations being the same and they having held identical posts and discharging the same functions and some times more onerous duties and responsibilities than their counterparts, there was no reason for discriminating them in relation to their Secretariat counterparts. In the aforesaid judgment their Lordship on a consideration of relevant facts observed:—

"Equal pay for equal work is a fundamental right. But equal pay must depend upon the nature of the work done, it can not be judged by the mere volume of work, there may be qualitative difference as regards reliability and responsibility. Functions may be the same but the responsibilities make a difference. One can not deny that often the difference is a matter of degree and that there is an element of value judgment by those who are charged with the administration in fixing the scales of pay and other conditions of service. So long as such value judgment is made bona fide, reasonably on an intelligible criteria which has a rational nexus with the objection, such differentiation will not amount to discrimination. It is important to emphasise that equal pay for equal work is a concomitant of Article 14 of the Constitution. But it follows naturally that equal pay for equal work will be negation of that right."

Their Lordship further observed that Article 14 forbids class legislation but permits reasonable classification for the

purpose of legislation or administrative mandate. The classification must, however, be founded on an intelligible basis which distinguishes persons or things that are grouped together from those that are left out of the group and that differentia must have a rational nexus with the object to be achieved by the differentiation made in the statute or order in question.

In the aforesaid case, their Lordship of the Supreme Court dismissed the application holding that in the case before them it was not possible to say that the differentiation was based on nor rational nexus with the object sought for to be achieved.

In the present case before us the management of Orissa Mining Corporation has not come forward with any relevant averments and evidence making out a case in support of the differentiation they have made between the two groups of workmen, namely, the employees of M/s. Serajuddin & Co. taken over by it and its own employees.

12. I would, thus, reiterate my finding recorded earlier in this award that the 34 second party-workmen are entitled to regular scale of pay equivalent to the scale of pay paid to the employees of Orissa Mining Corporation in the equal cadre rendering same type of work in the Corporation.

In this proceeding, it is, however, not possible to search out the equivalent cadre in respect of some of the second party-workmen, namely, the Senior Assistants, Senior Accountants, Mechanic, Grade-I, and Wireman, Grade-II etc. in the absence of evidence to make value judgment in respect of the duties performed and responsibilities discharged by them. Under such circumstances, I could only direct that these 34 second party-workmen should be paid wages at the rates equivalent to the minimum pay in the corresponding Junior grades available without any increment with effect from the date of the reference i.e., from 14-9-87, with corresponding D.A. & A.D.A. as admissible to them. I would also direct that the management of Orissa Mining Corporation would decide the question of fitment of those of the second party-workmen who have claimed equalisation of wages/pay with that of the Senior Grade Accountant, Senior Grade Assistant, Mechanic, Grade-I, Wireman, Creche Nurse within three months from the date of publication of this Award and allow pay scale admissible to them and pay the arrear, if any, due to them on account of such fitment. The management of Orissa Mining Corporation must publish the fitments made by them within three months from the date of publication of this Award.

The reference is answered accordingly.

Dictated & corrected by me.

Presiding Officer,

Industrial Tribunal.

Dated 1-9-89.

S. K. MISRA, Presiding Officer,

[No. L-27011/2/87-D.III(B)]

K. K. SHARMA, Desk Officer

नई दिल्ली, 26 सितम्बर, 1989

का. आ. 2602:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार दुर्गापुर स्टील प्लांट की धोलाडी ओरेंज माईंस के प्रबन्धन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अन्तर्ग्रह में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, बुधनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-9-89 को प्राप्त हुआ था।

New Delhi, the 26th September, 1989

S.O. 2602.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bolani Ores Mines of Durgapur Steel Plant and their workmen, which was received by the Central Government on 19-9-89.

## ANNEXURE

### INDUSTRIAL TRIBUNAL, ORISSA; BHUBANESWAR

#### PRESENT :

Shri S. K. Misra, I.L.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE NO. 29 OF 1988 (CENTRAL)

Dated, Bhubaneswar, the 12th September, 1989

#### BETWEEN

The Management of Bolani Ores Mines of Durgapur Steel Plant, (Steel Authority of India Ltd.), P. O. Bolani, Distt. Keonjha.—First Party-Management.

#### AND

Their workmen, namely, Sri Baljinder Singh represented through Barbil Workers Union.—Second Party-workman.

#### APPEARANCES :

Sri S. K. Mukherjee, Manager (P), Bolani Ores Mines, SAIL (Durgapur Steel Plant).—For the First Party-management.

Sri R. M. Latif, Secretary of the Union.—For the Second Party-workman.

#### AWARD

This is a reference made by the Government of India in the Ministry of Labour, in exercise of the powers conferred upon them under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication of the following dispute:

"Whether the action of the management of Bolani Ores Mines of Durgapur Steel Plant (SAIL), At P.O. Bolani, Distt. Keonjhar Orissa in not considering Sri Baljinder Singh at the time of re-designating Sri Rangadhar Naik as 'Assistant' in the Ministerial cadre w.e.f. 1st April, 1987 is lawful and justified? If not, to what relief is Sri Baljinder Singh entitled?"

2. The aforesaid dispute arose in the following circumstances :—

The second party-workman Sri Baljinder Singh was appointed as a Stores Issuer by order dated 3-6-82 (Ext. 1) and was placed in S-3 scale of Pay. Rangadhar Naik was appointed as a Stores Keeper by order dated 9-9-82 (Ext. 2) and was placed in S-3 scale of pay. In order was passed by the Steel Authority of India Ltd., Durgapur Steel Plant, Bolani Ores Mines on 29th December, 1984 (Ext. 3) by which the employees attached to the Stores and Purchase Department including Baljinder Singh at serial No. 1 and Rangadhar Naik at serial No. 4 of the said order, were re-designated as Stores Issuer and were placed in N-4 scale of pay with effect from 12th November, 1984. This was done, according to the management, pursuant to a policy decision to standardise the designations of the employees. While Baljinder Singh and Rangadhar Naik were continuing in N-4 scale, on 1-4-87, Sri Rangadhar Naik was transferred to the Ministerial grade from the works grade and was posted as an 'Assistant' in a pay scale higher than the N-4 scale. The service conditions in the cadre to which Sri Rangadhar Naik was transferred were also better than the service conditions of the Stores Issuer who had been placed in N-4 scale of pay by order dated 29th December, 1984 (Ext. 3). The second party-workman Sri Baljinder Singh challenged this action of the management on ground of discrimination as against him and contended that he was subjected to such discrimination because he was an Office bearer of the Barbil Workers' Union with whom the management does not null on well, while Rangadhar Naik was a member of Bolani Shramik Sangha, which is a trade union sponsored by the management.



3. The first party-management filed a long written statement stating inter alia, that no employee can claim promotion as a matter of right; that the second party Baljinder Singh, who was a matriculate was appointed as a Stores Issuer in S-3 grade on compassionate ground after death of his father who was an employee in the Mines and that Rangadhar Naik was a Scheduled Tribe candidate and after being sponsored by the Local Employment Exchange he was appointed as a Stores Keeper against a reserved vacancy and further that he was an intermediate holding higher qualification than Sri Baljinder Singh etc. All these are irrelevant for consideration in the present proceeding because both Baljinder Singh and Rangadhar Naik whatever be their qualification, were appointed in posts carrying the same scale of pay, namely, S-3 scale of pay. The further plea of the first party-management is that prior to 1984, the Stores Personnel were having different designations and grades and therefore, the management had decided to standardise the designation by the order Ext. 3 dated 29-12-84. After standardisation all those personnels were brought under one designation, namely, Stores Issuer and all were brought to N-4 grade. By the said order Baljinder Singh was placed in N-4 grade with effect from 12-11-84 while Rangadhar Naik was placed in N-4 grade by order dated 29-12-84. Rangadhar Naik, who had been appointed as a Stores Keeper did not agree to be re-designated as Stores Issuer and he claimed that he should continue with his original designation of Stores Keeper and be placed in A-1 scale of pay. This demand by Rangadhar Naik gave rise to an industrial dispute, which was admitted to conciliation and in course of conciliation it was agreed between the first party-management and Rangadhar Naik on 18-12-86, to re-deploy Rangadhar Naik in the ministerial cadre and designate him as an 'Assistant' in A-1 scale with effect from 1-4-87. The first party-management also mentioned in the written statement that in April, 1986 an interview was held of Stores Issuers for promotion to the post of Assistant Store Keeper and though Baljinder Singh and Rangadhar Naik appeared at the interview they did not qualify for such promotion. On these grounds the management contended that Rangadhar Naik, who had better qualification and who had been appointed as a Stores Keeper could not be equated with Baljinder Singh and as such, Baljinder Singh could not claim promotion to the post of Assistant in the ministerial cadre because of the posting given to Rangadhar Naik in the said cadre.

4. In this proceeding the only question which arises for consideration is as to whether Baljinder Singh had been discriminated in not being considered for being taken to the ministerial cadre and posted as an 'Assistant' which post admittedly carried a higher scale of pay and better service conditions when his junior Rangadhar Naik was transferred to the ministerial cadre and was posted as an 'Assistant'.

5. All the pleas of the management in this regard in support of their contention that there has been no discrimination does not appear to be acceptable. Their plea that Baljinder Singh was less qualified than Rangadhar and that Baljinder was appointed on compassionate ground while Rangadhar was appointed as candidate sponsored by the Employment Exchange are thoroughly irrelevant since both were appointed by the management and both were placed in the same scale of pay, namely, S-3. Even if, Rangadhar Naik was appointed as a Stores Keeper which carried the scale of pay of A-2, he was given the scale of pay of S-3. The management treated both of them equally while bringing about the standardisation of designations. Both were re-designated as Stores Issuer and both were placed in the same scale of pay, namely, N-4, as per Ext. 3. In the said order Ext. 3, Baljinder Singh, who had admittedly been appointed earlier than Rangadhar Naik was placed at serial No. 1 while Rangadhar Naik was placed at Serial No. 4. It is the management's case that because Rangadhar Naik raised a dispute and did not accept his re-designation as Stores Issuer there was a conciliation and during conciliation it was agreed that he should be taken to the ministerial cadre and posted as an Assistant in A-1 grade. This reason also does not appear to be acceptable because Rangadhar was taken to the ministerial cadre and was given a higher scale of pay only on account of the agreement by the employer. Whatever be the reason for taking Rangadhar Naik to the ministerial cadre and placing him at a higher grade, question is whether Baljinder Singh, who was senior to him in the original cadre was discriminated against or not.

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In this proceeding Rangadhar Naik has not been made a party and he is not before me. In his absence it is unfair and may be illegal to record a finding that his transfer to the ministerial cadre and posting as an Assistant in a higher grade is illegal or unjustified. However, it becomes patent that non-consideration of Baljinder Singh for transfer and posting in a higher grade when Rangadhar Naik was re-designated and posted as an Assistant amounts to discrimination committed against Baljinder Singh. Baljinder Singh on account of his seniority in the original cadre deserved to be considered for being posted in a higher grade carrying higher scale of pay when his junior was given such a posting.

6. In the circumstance in view of the discussions made above, I would hold that the first party-management's action is not considering Baljinder Singh while redesignating Sri Rangadhar Naik as an 'Assistant' in the ministerial cadre with effect from 1st April, 1987 is neither lawful nor justified. The second party-workman Sri Baljinder Singh is entitled to be considered for being posted in a higher grade equal to the grade now being held by Rangadhar Naik.

The reference is answered accordingly. Dictated & corrected by me.

Sd/-

S. K. MISRA,  
Presiding Officer,  
Industrial Tribunal.  
Dated 12-9-89

Sd/-

S. K. MISRA, Presiding Officer  
[No. L-26012/4/88-D.III(B)]  
V. K. SHARMA, Desk Officer

नई दिल्ली, 19 सितम्बर, 1989

का. भा. 2603:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व मैसर्स ई. सी. लि., घुसिक यूनिट कालीपहारी (प्रार) कोलियरी के प्रबन्धन से संबंध नियोजकों और उनके कार्यकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-9-89 को प्राप्त हुआ था।

New Delhi, the 19th September, 1989

S.O. 2603.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Ghusick Unit of Kalipahari (R) Colliery of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 15-9-89.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 47 of 1984

#### PARTIES :

Employers in relation to the management of Ghusick Unit of Kalipahari (R) Colliery of Eastern Coal-fields Limited.

AND

Their Workmen.

#### PRESENT :

Mr. Justice Sukumar Chakravarty, Presiding Officer.

**APPEARANCES :**

On behalf of employer : Mr. P. Banerjee, Advocate.

On behalf of workmen : Mr. Amalesh Mitra, Counsel with  
Mr. S. K. Basu, Advocate.

STATE : West Bengal

INDUSTRY : Coal

**AWARD**

By Order No. L-19012(22)/84-D. IV(B) dated 1st October, 1984, the Government of India, Ministry of Labour & Rehabilitation (Department of Labour) referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Ghusick Unit of Kalipahari Colliery (R), P.O. Kalipahari (Burdwan) in dismissing Shri Ramanadan Dhari w.e.f. 31-8-83 was justified ? If not, to what relief the workman is entitled to ?"

2. The case as made out by the Union in their written statement, sponsoring the cause of the concerned workman is briefly as follows : Koushalya Dhari, the wife of the delinquent workman Ramanandan Dhari was previously a permanent employee in the colliery of the management as a Wagon Loader. She was admitted in the Colliery's Central Hospital at Kalla and she died there on 1-1-1979. In terms of the National Coal Wage Agreement-II (NCWA-II) in brief the concerned workman who is the husband of Koushalya Dhari (deceased) was given the employment by the management. Two years after his employment the concerned workman was issued a charge-sheet on an information received from a source that he procured a false death certificate about his wife and managed to get the employment on production of such false certificate. The concerned workman gave explanation to the charge-sheet denying the allegation and producing again the xerox copy of the death certificate as issued by the hospital about the death of his wife. The management however got the domestic enquiry held against the concerned workman and got him dismissed from service on the basis of the report of the Enquiry Officer who held the domestic enquiry in violation of the principle of natural justice.

3. The case as made out by the employer Colliery in their written statement is briefly as follows : Koushalya Dhari, the wife of the concerned workman Ramanandan Dhari was the Wagon Loader in the Colliery of the employer. She was admitted in the Central Hospital of the Colliery at Kalla, Asansole and died there. The concerned workman was given the employment in terms of NCWA-II on his production of the death certificate of Koushalya Dhari stating that she died on 1-1-1979. Two years after the employment was given to the concerned workman, the employer got information through some source that the concerned workman had procured the false death certificate and had managed to get the employment on production of such false certificate. The employer Colliery then sent a letter to the Superintendent of the concerned Hospital enclosing therewith xerox copy of the death certificate issued by the Hospital on the basis of which the concerned workman got the employment. The Superintendent of the Hospital informed the management of the Colliery that no person named Koushalya Dhari died on 1-1-1979 in the said Hospital. The management then issued the charge-sheet against the concerned workman and got the domestic enquiry held by the Enquiry Officer in respect of the charge-sheet. The Enquiry Officer gave all opportunity of the defence in the death certificate and that the Hospital domestic enquiry by observing the principle of natural justice. The Enquiry Officer found the concerned workman guilty of the charge and submitted his report to the management of the Colliery alongwith the proceedings of the domestic enquiry. The management accepted the report of the Enquiry Officer and dismissed the concerned workman from service with effect from 31-8-1983. According to the management the concerned workman is not entitled to any relief under the reference.

4. In a case of this nature, involving the dismissal of the workman on the basis of a domestic enquiry, the preliminary issue with regard to the validity of the domestic enquiry was heard first. This Tribunal by its order dated 24-8-1989 found that the domestic enquiry as held by the Enquiry

Officer against the concerned workman was valid and the preliminary issue was accordingly disposed of. The case was subsequently heard on merit.

5. I have given due consideration to the materials in the proceedings of the domestic enquiry with reference to the evidence as given by the Enquiry Officer as MW-1 with regard to the domestic enquiry itself. There is no dispute to the fact that the concerned workman is the husband of Koushalya Dhari and that Koushalya Dhari was the Wagon Loader in the Colliery under the employer. It is also not disputed that Koushalya Dhari was admitted into the Central Hospital of the Colliery at Kalla, Asansole and that she died there. It is also an undisputed fact that in terms of the NCWA-II the concerned workman being the husband of Koushalya Dhari (deceased) was given the employment in the Colliery on his production of the death certificate of Koushalya Dhari stating therein that Koushalya Dhari died on 1-1-1979. Two years after the employment of the concerned workman a charge-sheet was given to the concerned workman by the employer for his procuring the employment on false death certificate. The concerned workman in his reply to the said charge-sheet denied such allegation of the employer and enclosed the xerox copy of the death certificate issued by the Hospital. The death certificate of Koushalya Dhari issued by the Hospital is Ext. M-4. The copy of the charge-sheet was however not marked exhibit separately but it had been filed alongwith the proceedings of the domestic enquiry. The delinquent workman's reply to the charge-sheet was also not separately marked exhibit but it had also been filed alongwith the enquiry proceedings.

6. It is the case of the management that the management sent a letter to the Superintendent of the Hospital alongwith the xerox copy of the death certificate of Koushalya Dhari as obtained by the concerned workman and requested the Superintendent of the Hospital to confirm about the date of death of Koushalya Dhari from the death register maintained in the Hospital by stating that some complaints have been received about the correctness of the death certificate. The copy of the said letter dated 31-3-1983 does not appear to have been separately marked exhibit before the Tribunal but it was filed alongwith the enquiry proceedings. The Hospital Superintendent's reply dated 7-4-1983 to the General Manager of the Colliery has also not been separately marked exhibit before the Tribunal but the same was filed alongwith the enquiry proceedings. The management's witness Mr. D.K. Gupta referred to all the aforesaid letters in his evidence besides the charge sheet and the reply of the delinquent workman.

7. In the reply given by the Superintendent of the Hospital to the letter of the General Manager about the death certificate of Koushalya Dhari it has been stated that no such person named as Koushalya Dhari died on 1-1-1979 in the Hospital. Curiously enough the Hospital Superintendent did not say anything regarding the death certificate of Koushalya Dhari, the xerox copy of which was sent to him by the General Manager alongwith his letter. The management has not examined the Hospital Superintendent the author of the letter dated 7-4-1983 stating that no person named Koushalya Dhari died on 1-1-1979. The management did not also produce the death register of the Hospital. The concerned did not get the opportunity to cross-examine the Hospital Superintendent who issued the letter dated 7-4-1983 on the basis of which the Enquiry Officer found that the death certificate of Koushalya Dhari issued by the same Hospital was a forged one. It has already been stated that admission of Koushalya Dhari in the said Hospital and her death in the said Hospital have not been denied by the management rather the said facts have been admitted by the management. It appears that the management had some suspicion about the date of the death of Koushalya Dhari. The death certificate issued by the Hospital authority clearly shows that Koushalya Dhari died on 1-1-1979 at 9 A.M. The Enquiry Officer came to the decision that the said death certificate was a forged one on the ground that there was spelling mistake of the disease in the death certificate and that the Hospital Superintendent informed the management under his letter dated 7-4-1983 that no person named Koushalya Dhari died on 1-1-1979 as per the death record maintained in the Hospital. I have already stated that the Hospital Superintendent who issued such letter has not been examined by the

his evidence and in view of the fact that the delinquent workman was not given the opportunity to cross-examine the said Superintendent on his aforesaid letter, no reliance can be given on the said letter of the Hospital Superintendent. The Enquiry Officer has committed a material mistake and irregularity in relying on such letter in the absence of the evidence of the Superintendent of the Hospital before him. The Enquiry Officer is also not justified in holding the death certificate as a forged one on the basis of the spelling mistake of the disease in the death certificate. It has already been stated that the Hospital Superintendent in his letter dated 7-4-1983 has not stated that the death certificate in question was not issued by the Hospital authority. A lay worker like the concerned workman to whom the death certificate in question was issued by the Hospital authority cannot be penalised unless it has been found to the satisfaction that the death certificate in question was really a forged one and that the concerned workman either intentionally procured the said forged death certificate in collection with the hospital authority or the concerned workman used the said forged death certificate knowing it to be false and forged. The management has miserably failed to prove the same before the Enquiry Officer.

8. I have gone through the report of the Enquiry Officer with reference to the materials in the proceedings of the enquiry and I hold that the Enquiry Officer has not been justified in finding the concerned workman guilty of the charge of procuring and producing false/forged death certificate in the absence of the reliable and material evidence which could have been given by the management by calling for the Hospital Superintendent, the author of the letter dated 7-4-1983 and by giving the evidence from the Hospital authority to the effect that the death certificate in question was a false and forged one.

9. In view of what has been discussed above, the management has not been justified in accepting such report of the Enquiry Officer and dismissing the concerned workman on the basis of such report. The concerned workman is entitled to reinstatement to his service with all back wages and other consequential benefits. The concerned workman however shall not be entitled to back wages for any period if found to be employed elsewhere during the period from the date of his dismissal from service to the date of his reinstatement.

This is my Award.

Dated, Calcutta,  
The 6th September, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer

[No. L-19012/(22)/84-D. IV(B)]

नई दिल्ली, 22 सितम्बर, 1989

का. भा. 2604.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार व मैसर्स कोल-इंडिया लि. की लीडो कोलियरी के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-1989 प्राप्त हुआ था।

New Delhi, the 22nd September, 1989

S.O. 2604.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Ledo Colliery of M/s. Coal India Ltd. and their workmen which was received by the Central Government on 21-9-1989.

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 5 of 1986

#### PRESENT :

Employers in relation to the management of Ledo Colliery of M/s. Coal India Ltd.

AND

Their workmen

#### APPEARANCES :

On behalf of employer—Mr. M. N. Kar, Advocate.

On behalf of workman—None.

STATE : Assam.

INDUSTRY : Coal

#### AWARD

By Order No. L-19012(12)/85-D.IV(B) dated 7-1-1986 the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Ledo Colliery of M/s. Coal India Ltd. in dismissing Sh. P. N. Chowdhury, Ex-Assist. Foreman (Electrical) from service from 11-6-84 is justified? If not, to what relief the workman concerned is entitled?"

2. The case as made out by the concerned workman in the written statement is briefly as follows : Mr. P. N. Chowdhury, the concerned workman was the Assistant Electrical Foreman in the Ledo Colliery of the management. He was the Zonal Secretary of the Janata Mazdoor Sangh (Sangha in brief), which was a registered trade union. The concerned workman in his capacity as the Zonal Secretary of the Sangha used to look after the union activities including the making of representation to the employer in respect of the aggrieved workman. The management had a favourite union other than the Sangha and they tried to break the Sangha. The management illegally dismissed the workman P. Eraya. The Sangha protested against the illegal dismissal of the said workman and demanded his re-instatement from the management by sending the letter of demand but the management did not give any reply to the same.

3. On 3-4-1984 at about 3.30 P.M. the concerned workman went to the office of the Manager of the Colliery to discuss about the illegal dismissal of P. Eraya. The concerned workman entered into the office of the Manager with his permission and started the talk about the dismissal of the workman P. Eraya. The Manager nared-up and asked the concerned workman Mr. Chowdhury to go out of his chamber. The concerned workman told the Manager that he had come to discuss with him about the dismissal of P. Eraya as the Zonal Secretary of the Sangha and Sangha and requested him to give him a hearing, after sitting on a chair. The Manager could not tolerate such behaviour of the concerned workman and he assaulted him and called some other employees who at his direction forcibly dragged the concerned workman out of the Manager's room. The concerned workman then lodged a complaint against the Manager with the local Police Station. The Manager came to know of the same and managed to get the charge-sheet issued against the concerned workman. The concerned workman gave reply to the charge-sheet denying the charges. A domestic enquiry was held in violation of the principle of natural justice and on the basis of the report of the Enquiry Officer finding the concerned workman guilty of the charges, the management dismissed the concerned workman from service with effect from 11-6-1984.

4. The case as made out by the management in the written statement is briefly as follows : The concerned workman on the alleged date and time entered into the office room of the Manager in the Colliery without obtaining any representative authority and demanded that the Manager should discuss with him the case of one P. Eraya, another workman of the said colliery. The Manager told the concerned workman that he would not hear the concerned workman for the case of another workman and that he would hear the concerned

workman's problem, if any. At this the concerned workman suddenly became violent and made all efforts to make the Manager yield to hear him under threat and intimidation. The concerned workman pulled one office chair before the Manager disregarding his authority and after sitting upon the said chair he started thumping upon the table showing the first at the Manager and thereby committed disorderly and indecent behaviour.

5. The Management issued a charge-sheet against the concerned workman and a domestic enquiry was held on the basis of said charge-sheet by the Enquiry Officer appointed for the purpose. The Enquiry Officer held the domestic enquiry and gave all opportunity to the concerned workman for self-defence. The Enquiry Officer found the concerned workman guilty of the charges. The management accepted the report of the Enquiry Officer and dismissed the concerned workman from service with effect from 11-6-1984. It has been further contended by the management that the Janata Mazdoor Sangha had no substantial membership of the workman and that the management was not in any way concerned whether the concerned workman was elected as the Zonal Secretary of the Sangha. The management has denied that it has any favoured union as alleged by the concerned workman. According to the management the Janata Mazdoor Sangha was not recognised by the management and accordingly the management could not look into or hear any grievance made by such Sangha about the dismissal of another workman P. Erayia.

6. The case was taken up for hearing on 29-8-1989 in the absence of the workman as he failed to appear inspite of service of the notice upon him. In a reference of this nature arising out of the dismissal of the concerned workman on the basis of the domestic enquiry, the preliminary issue with regard to the validity of the domestic enquiry was heard first and this Tribunal by its order dated 29-8-1989 found that the domestic enquiry on the basis of which, the concerned workman was dismissed from the service was valid. The Tribunal accordingly heard the case on merit on 1-9-1989.

7. It is the settled principle of law after insurrection of Section 11A in the Industrial Disputes Act, 1947 (Act in brief) that the industrial adjudicator has not only the jurisdiction to interfere with the findings of the Enquiry Officer on his own appraisal of the evidence, if he comes to a different conclusion than the one arrived at by the Enquiry Officer and then to set aside the order of discharge or dismissal of a workman and direct the re-instatement but has also the jurisdiction in exercising his discretion to mould that relief including the award of lesser punishment in lieu of discharge or dismissal as may be warranted by the circumstances of the case.

8. The charge-sheet dated 9-4-1984 Ext. M-1/1 shows that the charges against the delinquent workman were on two counts, namely (1) Drunkenness, fighting, riotous or disorderly or indecent behaviour, (2) wilful insubordination or disobedience of any lawful or reasonable order of a superior.

9. The statement of facts in support of the aforesaid charges are as follows : On 3-4-1984 at about 3.30 P.M. the delinquent workman entered into the office room of the Manager of the Colliery, shouted at the top of his voice and threatened him to yield to his whims by force, behaving in a riotous, disorderly and indecent manner.

The Manager asked the workman to leave his office room and to calm down but the workman did not obey the lawful order of the Manager and shouted violently at the Manager and pulled one office chair and forcibly sat down on the same and started thumping upon the office table.

10. The delinquent workman gave reply dated 13-4-1984 to the said chargesheet, denying the charges. In the said reply, the delinquent workman has alleged that at the relevant time, he was holding the position of the Zonal Secretary of the Janata Mazdoor Sangha and that on 3-4-1984 at 3 P.M., he along with P. Erayia and G. Podaiya went to the office of the Manager and sought an interview with him to represent the case of P. Erayia whose work was stopped arbitrarily and illegally with effect from 14-3-1984. The

Manager allowed him the interview and when he was representing the case of P. Erayia, the Manager suddenly raised up and drove away the workman forcibly from the office room by assaulting him with the help of some employees of the Manager.

11. Management's witness Samiran Banerjee was the Manager of the Colliery at the time of occurrence. He has stated in his evidence that on 3-4-1984 at about 3.30 P.M. the delinquent workman asked his permission to enter into his office room and that at that time Management witnesses P. N. Gowala and P. K. Chakraborty were seated in his office room. His evidence shows that the delinquent workman entered into the office room and told him that he had come to talk about P. Erayia. Manager's evidence further shows that the Manager told the delinquent workman that he would not talk with him about P. Erayia and that the delinquent workman might talk with him about his own problem, if any. The Manager's evidence further shows that on hearing such reply or refusal from the Manager, the delinquent workman told him that he had come as the Secretary of the Janata Mazdoor Sangha and that the Manager would have to listen to him. The Manager Mr. Banerjee has stated in his evidence that on hearing such words of the delinquent workman, he asked the delinquent workman to take recognition from the Management for the said Sangha and then to come and talk for P. Erayia. Manager's evidence further shows that on hearing such reply from the Manager, the delinquent workman got agitated, pulled one chair and started behaving violently by sitting on the chair and that he started thumping on the table showing his first at the Manager and shouting "You will have to listen to me" (Apko sunnehi paraga). Manager's evidence further shows that after hearing such shouts and thumping of table, Krishna Bahadur Chetry (Office Chowkidar), Dulal Deb (Security Guard), Pranabash Sarkar, Pradip Dutta, Swapan Dey, Badal Kar and other office Clerks came to the office room of the Manager and asked the delinquent workman to leave the room but he refused by thumping the table. Manager's evidence further shows that at last Dulal Deb and Krishna Bahadur Chetry persuaded the delinquent workman to leave the room.

12. All other Management's witness, namely, P. N. Gowala, P. K. Chakraborty, Dulal Deb, Krishna Bahadur Chetry, Swapan Roy, Badal Kar, Pranabash Sarkar, and Pradip Dutta have supported the evidence of Manager Mr. Banerjee in substance as to the facts which they have seen and heard. Some of the Management's witnesses have stated that the delinquent workman had to be forcibly taken out of the office room of the Manager.

13. The statement of the delinquent workman before the Enquiry Officer, besides re-iterating his statement given in the reply to the charge-sheet, speaks about the assault upon him by the Manager and by the office Durwan and Security Guard at the instance of the Manager. The Defence Witness, P. Erayia and G. Podaiya have stated about the assault upon the delinquent workman by the office Chowkidar and Security Guard.

14. It may be mentioned here that the delinquent workman while cross-examining the Manager Mr. Banerjee has not asked him about Manager's alleged assault upon him. I have already stated that Management's some witnesses have stated that the Security Guard and Office Durwan had to forcibly take the workman out of the office room when he refused to leave the room. Be that as it may, in the instant case I am concerned with the alleged misconduct of the delinquent workman. The delinquent workman has not challenged the Management's witnesses when they deposed about the disorderly and indecent behaviour of the workman in the office room of the Manager, and about his disobedience to the order of the Manager asking him to leave the office room.

15. The shouting of the delinquent workman by showing the first, the pulling of the chair forcibly, and the thumping upon the table in the office room of the Manager and in presence of the Manager himself as proved by the Management's witnesses are no doubt disorderly and indecent behaviour.

16. It is true that the delinquent workman entered into the office room of the Manager with the permission of the Manager but his stay in the office room to the disobedience of the order of the Manager asking him to leave the room will no doubt be unlawful.

17. The Enquiry Officer therefore is not unjustified in finding the delinquent workman guilty of the misconduct in the form of disorderly and indecent behaviour and disobedience to the order of the Manager asking him to leave the room, on the basis of the materials in the record.

18. The Management therefore rightly accepted such report of the Enquiry Officer. The question now is whether the Management has been justified in dismissing the concerned workman from service from such misconduct. It is true that the Standing Orders Ext. M-1/4 provide such punishment also for such misconduct, but the Standing Orders provide other modes of punishment also. The punishment imposed must be in proportion to the gravity of the misconduct and must be warranted by the facts and circumstances of the case. The facts and circumstances of the present case are such that it will be the travesty of justice if this Tribunal does not exercise its discretion in the matter of punishment.

19. The delinquent workman was undisputedly the Zonal Secretary of the Janta Mazdoor Sangha at the relevant time. The materials in the enquiry proceedings and the written statements of the respective parties have supported the same. Management's witness Manager Samiran Banerjee in his evidence has not denied that the delinquent workman was the Zonal Secretary of the Janta Mazdoor Sangha, when according to his own evidence, the delinquent workman told him that he had come to talk about the case of the workman P. Eriaya as the Zonal Secretary of the Sangha as the work of P. Eriaya had been stopped by the Manager from 14-3-1984. It has not been denied also in evidence that P. Eriaya was the member of the Janta Mazdoor Sangha. It transpires from the evidence of Management's witness Manager Mr. Banerjee that he told the delinquent workman that he would listen to him in the matter after he had taken the recognition of his Sangha from the Management of the colliery. Nowhere in his evidence the Manager has told that he asked the delinquent that his Sangha did not have the substantial number of workmen as its members. It is true that the Management in their written statement have averred that the Janta Mazdoor Sangha has no substantial number of workmen as its members, without disputing the workman's allegation in his written statement that the workman concerned was the Zonal Secretary of the said Sangha at the relevant time and that P. Eriaya was the member of that Sangha.

20. It is not uncommon that there may be more than one union of the workmen in any Colliery, factory or in any other industry. In such a case, the Management of the industry may give recognition to one or more unions. But non-recognition by the Management to any existing and acting union does not prevent that union from proceeding with its activity in the said industry. Mr. Kar, the Learned Advocate for the Management could not show any law that the acting union which fails to get recognition from the Management for the reason best known to the Management, would be debarred by any law to do its activity for the interest of his member-workman in the said industry and to represent its member's case before the Management. It has already been stated that Management's witness viz. Management's evidence has shown that he refused to hear the delinquent workman, although he was the Zonal Secretary of the Sangha, in respect of the case of another dismissed workman P. Eriaya, unless the said Sangha obtained the recognition from the Management. It was not the case of the Manager that he refused to hear the Zonal Secretary of the Sangha as his Sangha did not have the substantial member of workman as its members. Under the law of the land every registered union of the workmen doing its activity in any industry for the interest of its member-workmen, has its right to represent the case of the aggrieved member-workman before the Manager and the Manager has the obligation under the law to hear him. The Manager may not accept the representation but

he cannot refuse to hear the Secretary of the Union at the cost of the denial of administrative justice and thereby the natural justice itself.

21. In the instant case, the Manager has done so while dealing with the delinquent workman who as the Zonal Secretary of the Sangha came to see and talk with him after taking his permission about the case of another dismissed workman P. Eriaya. Such unjustified and unsympathetic attitude of and denial of the Manager to hear the Zonal Secretary of the Sangha appears to have given provocation to the delinquent workman to get agitated and to behave in the way he has done on a heat of passion and excitement and to insist on Manager's giving him the hearing. Mention may be made here that the delinquent workman did not use any abusive language against the Manager nor did he do any other disorderly conduct except the thumping of the table and uttering the words "Apko Sunnehi Paraga" by shouting and showing the fist hand.

22. In the facts and circumstances as mentioned above, the dismissal of the concerned workman from the service for such misconduct, as the punishment will be against the ends of justice. In a case of this nature, some lesser punishment is called for.

23. Clause 10(b) of the Standing Orders of the Colliery Ext. M-1/4 provides "An employee may be suspended for a period not exceeding 10 days at a time or dismissed without notice or any other compensation in lieu of notice, if he is found guilty of misconduct".

24. In view of the above provisions in the Standing Orders as to the punishment for misconduct, the suspension of the concerned workman for 10 days without any pay, I think, will meet the ends of justice in the facts and circumstances of the case.

25. In the result, the dismissal of the concerned workman is set aside and by way of punishment the concerned workman shall be treated as suspended without any pay for 10 days. On re-instatement the concerned workman shall be paid the back wages subject to the aforesaid punishment provided he has not taken any employment in the mean time. If however he is found to be employed for any particular period in between the date of his dismissal and the date of re-instatement, the back wages for such period shall not be paid to the concerned workman.

This is my Award.

Dated, Calcutta,

The 11th September, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer

[No. L-19012/12/85-D.IV.B]

वर्ग दिल्ली, 27 सितम्बर, 1989

का.प्र. 2605.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व वेस्टर्न कोलफील्ड्स लि. सब एरिया III व. हिन्दुस्तान लालपेथ कोलियरी माइन नं. 1 के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, अम्बई के पंचनद को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-9-1989 प्राप्त हुआ था।

New Delhi, the 27th September, 1989

S.O. 2605.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Western Coalfields Ltd. Sub Area No. III, Hindustan Lalpeth Colliery and their

workmen, which was received by the Central Government on 19-9-1989.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri P. D. Apshankar,

Presiding Officer

Reference No. CGIT-2/7 of 1986

PARTIES

Employers in relation to the management of Western Coalfields Limited.

AND

Their Workmen

APPEARANCES :

For the Employers.—1. Shri P. S. Nair, 2. Shri A. K. Sasi, Advocates.

For the Workmen.—No appearance.

INDUSTRY : Coal Mines STATE : Maharashtra.

Bombay, dated the 1st September, 1989

#### AWARD

The Central Government by their order No. L-22012(55)/85-D.V. dated 10-2-1986 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act :—

"Whether the management of M/s. Western Coalfields Limited in Sub Area No. III, Hindustan Lalpeth Colliery Mine No. 1, Post and Distt. Chandrapur is justified in terminating the services of the workman Shri Buchayya Oudhal with effect from 8-2-1983 ? If not, to what relief the workman is entitled ?"

2. The management in question filed its written statement (Ex. 2) justifying its action in question. No statement of claim has been filed by the said workman. However, during the pendency of this reference, both the parties came to an amicable settlement and filed their terms of settlement (Ex. 3), which are thus :—

"1. That Shri Buchayya Oudhal will be offered re-employment as General Mazdoor, Category-I and posted as such at any of the Unit of Hindustan Lalpeth Sub Area within 30 days from the date of receipt of consent award by the CGIT subject to his medical fitness.

2. That the period of absence of Shri Buchayya Oudhal from 8-2-1983 till his joining duties in terms of this settlement shall be treated as *dies non* on the principle of 'No Work No Pay'.

3. That Shri Buchayya Oudhal will not be entitled to any wages or any other payment or benefits whatsoever for the period of idleness from the date of absence to the date of joining in terms of this settlement.

4. An assurance of good performance and conduct will be furnished by Shri Buchayya Oudhal in writing before joining.

5. That on re-employment, Shri Buchayya Oudhal will be kept on probation for a period of one year, during which period, his performance and conduct will be closely watched. If performance/conduct during the probation period is not found satisfactory, his services will be liable to be terminated. If the performance and conduct during the pro-

bation period are found satisfactory, he will be given continuity of service for the limited purpose of payment of gratuity.

6. That this agreement shall not be treated as precedent for any other case.

7. This settlement fully and finally resolves the dispute pending before CGIT, Bombay vide reference quoted above.

8. That the parties agreed to file this compromise settlement before the Presiding Officer, CGIT No. 2, Bombay and request for an award in terms of this settlement."

3. This settlement has been signed by the workman Shri Buchayya Oudhal and the Working Presiding, RKKMS, Chandrapur and also by the Sub Area Manager, of the above management in question. It has also been signed by two witnesses. I find that this settlement is quite in the interests of both the parties. As such I accept this settlement. Therefore Award is drawn in term of that settlement.

The parties to bear their own costs of this reference.  
Dt. 1-9-1989

P. D. APSHANKAR, Presiding Officer

[No. L-22012/55-D.V/IR(C.II)]

R. K. GUPTA, Desk Officer

नई दिल्ली, 22 सितम्बर, 1989

का.घा. 2606.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न्यायालय नं. 2 के पंचमट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19 सितम्बर, 1989 को प्राप्त हुआ था।

New Delhi, the 22nd September, 1989

S.O. 2606.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal cum-Labour Court No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 19-9-89.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 13 of 1988

In the matter of an Industrial Disputes under Section 10 (1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of State Bank of India, Gaya Branch and their workmen.

APPEARANCES :

On behalf of the workmen—Shri B. Joshi, Advocate.

On behalf of the employers—Shri S. K. Ghosh, Advocate.

STATE : Bihar.

INDUSTRY : Banking.

Dated, Dhanbad, the 14th September, 1989

## AWARD

The Government of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(I)(d) of the I.D. Act, 1947 had referred the following dispute to the then Central Government Industrial Tribunal No. 3, Dhanbad. Subsequently vide Ministry's Order No. S-11025/7/87-D.IV(B), dated 31-12-87 the said reference has been transferred to this Tribunal.

## SCHEDULE

"Whether the action of the management of State Bank of India in relation to their Gaya Branch in terminating the services of S/Shri Rajkumar Prasad, Mahendra Prasad, Rambilas Paswan, Prem Chand Choudhury and Ram Lakhan Ram, messenger-cum-Farash w.e.f. 1-4-1982 and not considering them for further employment while engaging fresh hand after termination of service of these 5 persons was justified? If so, to what relief are the workmen concerned entitled?"

In this reference a petition was filed on behalf of the management with a prayer to pass a "No dispute" Award in respect of 4 concerned workmen who have already been given employment. The workmen also filed a petition for passing a "No dispute" Award as the matter in dispute has been receiving active consideration of the management and 4 of the concerned workmen have already been given employment and for the rest steps are being taken for their employment. On the above facts it is prayed on behalf of the workmen that they do not propose to proceed with this case.

It appears that the parties are making efforts to settle the matter outside the Court and they have succeeded in coming to a settlement in respect of majority of the concerned workmen. It appears that some hinderance in the way of settlement is being caused due to the pendency of this reference case and it is for this reason that the parties have prayed for passing a "No dispute" Award. As the management has already given employment to 4 of the concerned workmen and the parties are proceeding to settle the matter in respect of the 2 other concerned workmen, I see reason in their prayer to pass a "No dispute" Award.

In the result, in view of the facts, circumstances and reasons stated by the parties "a No dispute" Award is passed.

I. N. SINHA, Presiding Officer  
[No. S-11025/7/87-D.IV(B)]

S. C. SHARMA, Desk Officer

नई दिल्ली, 26 सितम्बर, 1989

का.प्र. 2607--कैन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम प्रवर्तन से संबंधित हितवस्तु एग्रेगेटिक्स लिमिटेड (सखनऊ डिबोजन) सखनऊ, नियुक्त नियमित कर्मचारियों को 1-10-1987 से 30-9-1991 तक की जिसमें यह दिनांक भी सम्मिलित है की अवधि के लिए छूट प्रदान करती है।

2. पूर्वोक्त छूट की शर्त निम्नलिखित है, अर्थात् :—

- (1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान दिखाए जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रशुद्धि प्राप्त करते रहेंगे, जिसको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व सन्दर्भ अधिकांशों के आधार पर हकदार हो जाते;
- (3) छूट प्राप्त अवधि के लिए यदि कोई अधिदाय पहले ही किए जा चुके हों तो वे वापस नहीं किए जायेंगे;

(4) उक्त कारखाने का नियोजक, उस अवधि की बात जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात् "उक्त अवधि" कहा गया है), ऐसी विवरणियाँ ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बात देती थी।

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उप धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी—

- (1) धारा 44 की उप धारा (1) के अधीन, उक्त अवधि की बात दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ;
- (2) यह अधिनियमित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (3) यह अधिनियमित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके प्रतिफलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (4) यह अधिनियमित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं;

निम्नलिखित कार्य करने के लिए, सक्षम होगा :—

- (क) प्रधान या अव्यवहित नियोजक से अपेक्षा करने कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है;
- (ख) ऐसे प्रधान या अव्यवहित नियोजक के अधिभोगाधीन किसी कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संवाय से संबंधित ऐसे लेखा, बहियाँ और अन्य दस्तावेज ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करे और उनकी परीक्षा करने दे, या उन्हें ऐसी जानकारी दे, जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या अव्यवहित नियोजक को, उसके अधिकर्ता या सेवक को, या ऐसे किसी व्यक्ति को जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति को जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल तैयार करना या उससे उद्धरण लेना।



(स्पष्टीकरण ज्ञापन)

इस मामले में छूट को भूतलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पत्र देरी से प्राप्त हुआ था। किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

New Delhi, the 26th September, 1989

S.O. 2607.—In exercise of the power conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the Hindustan Aeronautic Limited (Lucknow Division) Lucknow from the operation of the said Act for a period with effect from 1st October, 1987 upto and inclusive of the 30th September, 1991.

The above exemption is subject to the following conditions, namely:—

(1) The aforesaid factory wherein the employees are employed shall remain a register showing the names and designations of the exempted employees;

(2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid shall not be refunded;

(4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purpose of—

- (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
- (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the period; or
- (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory be empowered to:—
  - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
  - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and

payment of wages or to furnish to him such information as he may consider necessary; or

- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from, any register, account book, or other document maintained in such factory, establishment, office or other premises.

[File No. S-38014/16/87-SS.I]

### EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

नई दिल्ली, 27 सितम्बर, 1989

का.घा. 2608.—यत्. मंसं. जिल्हण एम्प्लुमिनियम लिमिटेड, 16 के.एम. टुम्कुर रोड, बंगलौर-560073 और हमकी ग्रामफोनी रोड, नई दिल्ली-110001 स्थित शाखा (इसके भागे जहाँ कहीं भी उक्त स्थापना शब्द का प्रयोग हो इससे अभिप्राय, उक्त स्थापना से है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) इसके भागे उक्त अधिनियम के नाम से निर्दिष्ट) की धारा 17 की उपधारा (1) के खंड (क) के अन्तर्गत छूट प्राप्त करने के लिए आवेदन किया है।

यह केन्द्र सरकार की राय में उक्त स्थापना के कर्मचारियों के लिए तैयार किए गए भविष्य निधि नियमों में अंशदान की दर उक्त अधिनियम की धारा 6 में उल्लिखित कर्मचारी अंशदान को दर से कम नहीं है तथा इसके कर्मचारियों को मिलने वाले भविष्य निधि लाभ उक्त अधिनियम तथा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके भागे जहाँ कहीं भी स्कीम शब्द का प्रयोग किया गया है उससे अभिप्राय उक्त स्कीम से है) में उल्लिखित लाभों से किसी भी प्रकार से कम नहीं है जो इस वर्ग की स्थापनाओं में कार्यरत कर्मचारियों को उपलब्ध है।

अब इसलिए उक्त अधिनियम की धारा 17 की उपधारा (1) के खंड (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और संलग्न अनुसूची में वर्णित शर्तों के अधीन केन्द्रीय सरकार इसके द्वारा उक्त स्थापना को उक्त स्कीम के सभी उपबन्धों के लागू होने से छूट प्रदान करती है।

### अनुसूची

1. उक्त स्थापना से संबंधित नियोजित केन्द्र सरकार के द्वारा समय पर दिए गए निदेश के अनुसार उक्त अधिनियम की धारा 17 की उपधारा (3) के खंड (क) में उल्लिखित निरीक्षण के लिए सुविधाएं प्रदान करेगा और ऐसे निरीक्षण प्रसार की आवश्यकता प्रत्येक माह की समाप्ति के 15 दिन के अन्दर करेगा।

2. न छूट प्राप्त स्थापनाओं के संबंध में उक्त अधिनियम और उसके अधीन सृजित उक्त स्कीम के अन्तर्गत देय अंशदान के दर से स्थापना के भविष्य निधि नियमों के अन्तर्गत देय अंशदान का दर किसी समय भी कम न होगा।

3. वेचार्जियों के मामले में छूट प्राप्त स्थापना की स्कीम कर्मचारी भविष्य निधि स्कीम, 1952 से कम हितकर नहीं होगी।



4. उक्त स्कीम में कोई भी संशोधन जो स्थापना के वर्तमान नियमों में अधिक लाभकारी है उन पर अपने आप लागू किया जाएगा। उक्त स्थापना के भविष्य निधि नियमों में कोई भी संशोधन, क्षेत्रीय भविष्य निधि आयुक्त की पूर्ण अनुमति के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से उक्त स्थापना के कर्मचारी के हित में प्रतिकूल प्रभाव होने की संभावना है वहाँ अपनी अनुमति देने से पूर्व, क्षेत्रीय भविष्य निधि आयुक्त, कर्मचारी को अपने विचार प्रस्तुत करने का उचित अवसर देगा।

5. यदि स्थापना को छूट न दो जहाँ तो वे सभी कर्मचारी [जैसे उक्त अधिनियम की धारा 2(घ) में निर्दिष्ट किया गया है] जो सदस्य बनने के पत्र होने, सदस्य बनाए जाएंगे।

6. जहाँ एक कर्मचारी जो कर्मचारी भविष्य निधि (कानूनी) या किसी अन्य छूट प्राप्त स्थापना का पहले से सदस्य है, को अपनी स्थापना में काम पर लगाया जाता है तो नियोजता उसे निधि का तुरन्त सदस्य बनाएगा और ऐसे कर्मचारी के पिछले नियोजता के पास भविष्य निधि लेखों में संशोधनों की अंतरिम कार्रवाई और उसके लेखों में जमा कराने की व्यवस्था करेगा।

7. केन्द्रीय भविष्य निधि आयुक्त के द्वारा प्रत्येक केन्द्रीय सरकार के द्वारा जैसे भी मामला हो, समय समय पर दिए गए निर्देशों के अनुसार भविष्य निधि के प्रवन्ध के लिए नियोजता न्यासी बोर्ड की स्थापना करेगा।

8. भविष्य निधि, न्यासी बोर्ड में निहित होगा जो अन्य बातों के होते हुए भविष्य निधि में आय के उचित लेखों और भविष्य निधि से अदायगियों और उनकी अभिरक्षा में गणों के लिए कर्मचारी भविष्य निधि संगठन के उत्तरदायी होगा।

9. न्यासी बोर्ड कम से कम 3 माह में एक बार बैठक करेगा और और केन्द्र सरकार द्वारा समय समय पर जारी किए गए मार्ग निर्देशों के अनुसार कार्य करेगा। केन्द्रीय भविष्य निधि आयुक्त को अधिकार होगा कि वह किसी अन्य योग्य लेखा परीक्षक से खातों को द्वारा लेखा परीक्षा कराए और ऐसे पुनः लेखा परीक्षा के लिए नियोजता बहन करेगा।

10. न्यासी बोर्ड द्वारा रखे गए भविष्य निधि लेखों अर्हता प्राप्त निष्पक्ष चार्टर्ड अकाउंटेंट द्वारा वार्षिक लेखा परीक्षा के अधीन होंगे। जहाँ आवश्यक समझा जाए, केन्द्रीय भविष्य निधि आयुक्त को किसी अन्य अर्हता प्राप्त लेखा परीक्षक द्वारा लेखों की पुनः लेखा परीक्षा कराने का अधिकार होगा और इस पर हुआ व्यय नियोजता द्वारा वहन किया जाएगा।

11. प्रत्येक वर्ष स्थापना के लेखा परीक्षित तुल्य पत्र के साथ लेखा परीक्षित वार्षिक भविष्य निधि लेखों की एक प्रति वित्तीय वर्ष की समाप्ति के छह माह के अन्दर क्षेत्रीय भविष्य निधि आयुक्त को प्रस्तुत की जाएगी इस प्रयोजन के लिए भविष्य निधि का वित्तीय वर्ष पहली अप्रैल से 31 मार्च तक होगा।

12. नियोजता प्रतिमाह भविष्य निधि के देय अपने कर्मचारियों के अंशदानों की आगामी माह की 15 तारीख तक न्यासी बोर्ड को अंतरिम करेगा। अंशदानों की विलम्ब से अदायगी करने के लिए समान परिस्थितियों में नियोजता नुकसान देने का उसी प्रकार उत्तरदायी होगा जिस प्रकार एक तट-छूट प्राप्त स्थापना उत्तरदायी होती है।

13. न्यासी बोर्ड सरकार द्वारा समय समय दिए गए निर्देशों के अनुसार निधि में जमा राशियों का निवेश करेगा। प्रतिभूतियाँ न्यासी बोर्ड के नाम पर प्राप्त की जाएगी और भारतीय रिजर्व बैंक के जमा निर्वहण में अनुसूचित बैंक की अभिरक्षा में रखा जाएगा।

14. सरकार के निर्देशों के अनुसार निवेश न करने पर न्यासी बोर्ड अलग-अलग रूप से और एक साथ केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधियों द्वारा लगाए गए अधिक प्रभार का उत्तरदायी होगा।

15. न्यासी बोर्ड एक वस्तु-व्योरा रजिस्टर तैयार करेगा और ब्याज और विमोचन आय को समय पर वसूली सुनिश्चित करेगा।

16. जमा किए गए अंशदानों, निकासों, और प्रत्येक कर्मचारी से संबंधित व्यय को दिखाने के लिए न्यासी बोर्ड विस्तृत लेख तैयार करेगा।

17. वित्तीय/लेखा वर्ष की समाप्ति के छः माह के अन्दर बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण जारी करेगा।

18. बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण के स्थान पर पासबुक जारी कर सकता है। ये पास बुक कर्मचारियों की अभिरक्षा में रहेंगी और कर्मचारियों के प्रभुत्व पर बोर्ड के द्वारा इन्हें अर्पित किया जाएगा।

19. लेखा वर्ष के पहले दिन अर्थात् ग्रेज पेर प्रत्येक कर्मचारी के लेखों में ब्याज उस वर्ष से जमा किया जाएगा जिसका न्यासी बोर्ड निर्णय करे परन्तु यह उक्त स्कीम के पैरा 60 के अन्तर्गत केन्द्रीय सरकार द्वारा घोषित दर से कम नहीं होगा।

20. यदि न्यासी बोर्ड केन्द्रीय सरकार द्वारा घोषित ब्याज की दर इस कारण से कि निवेश पर आय कम है या किसी अन्य कारण से अर्थात् करने में असमर्थ है तो इस कमी को नियोजता पूरा करेगा।

21. नियोजता भविष्य निधि की चोरी के कारण, लूट, खमोट, खानत की गहन अथवा किसी अन्य कारण से हुई हानि को पूरा करेगा।

22. नियोजता और न्यासी बोर्ड, क्षेत्रीय भविष्य निधि आयुक्त को ऐसी विवरणियाँ प्रस्तुत करेगा जो समय समय पर केन्द्रीय सरकार/केन्द्रीय भविष्य निधि आयुक्त निर्धारित करें।

23. उक्त स्कीम के पैरा 69 की शर्तों पर किसी कर्मचारी का निधि के सदस्य न रहने पर यदि स्थापना के भविष्य निधि नियमों में नियोजताओं के अंशदानों को जम्मा करने की व्यवस्था है तो न्यासी बोर्ड इस प्रकार जम्मा की गई राशियों का अलग से लेखा तैयार करेगा और उसे ऐसे प्रयोजनों के लिए उपयोग करेगा जो केन्द्रीय भविष्य निधि आयुक्त की पूर्ण अनुमति से सुनिश्चित किया गया हो।

24. स्थापना के भविष्य निधि नियमों में निर्दिष्ट किसी बात के होते हुए भी यदि किसी व्यक्ति की सेवा निवृत्ति होने के फलस्वरूप या किसी अन्य प्रतिष्ठान में नौकरी करने पर निधि की सदस्यता समाप्त हो जाती है यह पता लगता है कि प्रतिष्ठान के भविष्य निधि नियमों के अन्तर्गत अंशदान की दर समपहरण की दर अर्थात् सांख्यिक योजना के अन्तर्गत दी गई दरों की तुलना में कम अनुकूल है तो अन्तर का वहन नियोजता द्वारा किया जायेगा।

25. नियोजता, भविष्य निधि के प्रशासन से संबंधित सभी खर्च जिसमें लेखों के रखरखाव रिटर्न प्रस्तुत किए जाने, राशियों का अन्तरण शामिल है, वहन करेगा।

26. नियोजता समुचित प्राधिकारी द्वारा अनुमोदित निधि के नियमों की एक प्रति तथा जब भी कोई संशोधन होता है, उसकी मुख्य बातों को कर्मचारियों के बहुमत की भाषा में अनुवाद करके स्थापना के बोर्ड पर लगाएगा।

27. "समुचित सरकार" स्थापना की बाबू छूट पर और शर्तें लगा सकती है।

28. यदि उक्त अधिनियम के अन्तर्गत स्थापना करें जिसमें उसकी स्थापना प्राप्ति है, पर अंशदान की दर बढ़ाई जाती है, नियोजित अधिनियम निधि अंशदान की दर उचित रूप में बढ़ाएगा, ताकि उक्त अधिनियम के अन्तर्गत दिए जाने वाले लाभों से स्थापना की स्कीम के अन्तर्गत दिए जाने वाले अधिनियम निधि के लाभ किसी भी प्रकार से कम न हों।

29. उक्त शर्तों में से किसी एक के उल्लंघन पर छूट रद्द की जा सकती है।

[संख्या एम-35015 (15)/89-स.सु.-2]

ए.के. भट्टाचार्य, प्रवर मन्त्रि

New Delhi, the 27th September, 1989

S.O. 2608.—Whereas Messrs Jindal Aluminium Limited, 16th K.M. Tumkur Road, Bangalore-560073, including its Branch at Asaf Ali Road, New Delhi-110001 (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act);

And whereas in the opinion of the Central Government the rules of the Provident Fund of the said establishment with respect to the rates of contribution are not less favourable to the employee therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme.

#### SCHEDULE

1. The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) sub-section (3) of section 17 of the said Act within 15 days from the close of every month.

2. The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the unexempted establishments and the said Scheme framed thereunder.

3. In the matter of advances, the scheme of the exempted establishment shall not be less favourable than the Employees Provident Fund Scheme, 1952.

4. Any amendment to the said scheme this is more beneficial to the employees than the existing rules of the establishment shall be made applicable to them automatically no amendment of the rules of the provident fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

5. All employees as defined in section 2(f) of the said Act] who would have been eligible to become members of the Provident Fund had the establishment not been granted exemption shall be enrolled as members.

6. Where an employee who is already a member of the Employees' Provident Fund (Statutory) or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund and arrange to have the accumulations in the provident fund account of such employee with his previous employer transferred and credited to his account.

7. The employer shall establish a Board of Trustees for the management of the provident fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as the case may be, from time to time.

8. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Fund Organisation inter-alia for proper accounts of the receipts into and payments from the Provident Fund and the balance in their custody.

9. The Board of Trustees shall function in accordance with every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner or an officer authorised by him.

10. The accounts of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

11. A copy of the audited annual provident fund accounts together with the audited balance sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the provident fund shall be from the 1st of April to the 31st of March.

12. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and the employer by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay damages to the Board of Trustees for any delay in payment of the contributions in the same manner as an unexempted establishment is liable under similar circumstances.

13. The Board of Trustees shall invest the monies in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of a Scheduled Bank under the Credit Central of the Reserve Bank of India.

14. Failure to make the investment as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

15. The Board of Trustees shall maintain a serialwise register and ensure timely realisation of interest and ensure timely realisation of interest and redemption proceeds.

16. The Board of Trustees shall maintain detailed accounts to show the contributions credited, withdrawal and interest in respect of each employee.

17. The Board shall issue an annual statement of account to every employee within six months of the close of financial accounting year.

18. The Board may, instead of the annual statement of accounts, issue pass books to every employee. These pass books shall remain in the custody of the employees and will be brought up-to-date by the Board on presentation by the employees.

19. The account of each employee shall be credited interest calculated on the opening balance as on the 1st day of the accounting year at such date may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.

20. If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason, than the deficiency shall be made good by the employer.

21. The employer shall also make good any other loss that may be caused to the Provident Fund due to theft burglary, defalcation, mis-appropriation or any other reason.

22. The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government/Central Provident Fund Commissioner may prescribe from time to time.

23. If the Provident Fund rules of the establishment provide for forfeiture of the employer's contribution in cases where an employee ceases to be a member of the fund on the lines of para 69 of the said Scheme, the Board of Trustees shall maintain a separate account of the amounts so forfeited and may utilise the same for such purposes as may be determined with the prior approval of the Central Provident Fund Commissioner.

24. Notwithstanding anything contained in the provident fund rules of the establishment, if on the cessation of any individual, from the membership of the fund consequent on retiring from service or on taking up the employment in some other establishment, it is found that the rate of contribution, rate of forfeiture etc. under the provident fund rules of the establishment are less favourable as compared to those under the statutory scheme, the difference shall be borne by the employer.

25. The employer shall bear all the expenses of the administration of the Provident Fund including the maintenance of Accounts submission of returns, transfer of accumulations.

26. The employer shall display on the notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended thereto alongwith a translation of the salient points thereof in the language of the majority of the employees.

27. The 'appropriate Government' may lay down any further conditions for continued exemption of the establishment.

28. The employee shall enhance the rate of provident fund contributions appropriately if the rate of provident fund contribution for the class of establishments in which his establishment falls is enhanced under the said Act so that the benefits under the Provident Fund Scheme of the establishment shall not become less favourable than the benefits provided under the said Act.

29. The exemption is liable to be cancelled for violation of any of the above conditions.

[No. S-35015(15)/89-SS-II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 26 सितम्बर 1989

का.प्र. 2609.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार की एण्ड टी मोटर सर्विस, मदुराई के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अन्तर्गत में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, मदुराई के पक्ष को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-9-89 को प्राप्त हुआ था।

New Delhi, the 26th September, 1989

S.O. 2609.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1957) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of P&T Motor Service, Madurai and their workmen, which was received by the Central Govt. on the 19-9-89.

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU  
MADRAS 104

Monday, the 21st day of August, 1989

PRESENT :

Thiru K. Natrajan, M.A., B.L., Industrial Tribunal.

Industrial Dispute No. 62/186

(In the matter of dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of P&T Motor Service, Madurai).

#### BETWEEN

Shri S. Kuber Singh,  
C/o General Labour Union,  
31, Nanmaitharuvar Koll,  
Arisikkara Street,  
Madurai-625001.

#### AND

The Manager,  
P&T Motor Service,  
P.O. & Distt. Madurai,  
Tamil Nadu-625020.

REFERENCE :

Order No. L-40012/55/85-D. II(B), dt. 15-8-86 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru Mohamed Jalaludeen, Authorised Representative appearing for the workman and of Thiru M. Chidambaram for Thiru P. B. Krishnamoorthy, Central Government Pleader appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

#### AWARD

This dispute between the workman and the Management of P&T Motor Service, Madurai arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-40012/55/85-D.II(B), dated 25-8-1986 for the Ministry of Labour for adjudication of the following issue :

"Whether the action of the Manager, P&T Motor Service, Madurai, Tamil Nadu, in terminating the services of the workman, Sh. S. Kuber Singh, Ex. Driver with effect from 1-10-84 is justified ? If not, to what relief and from what date he is entitled to ?"

2. The Petitioner averments are that the Petitioner—S. Kuber Singh was a worker employed in the establishment of the Respondent as a driver. While so on 13-9-1984 he was issued with a charge memo alleging that he had committed certain irregularities and that he was responsible for causing breach of peace in the office premises and that on 3-8-1984 he dashed against the Mail Van with a motor cycle while taking reverse and that on 10-8-1984 he

left the log sheet at Tirunagar Post Office and brought the same by going there in a cycle, which he had not brought the notice of the office. Further on 14-9-1984 he made some allegations against the co-driver about his using abusive language. The above acts could not be termed as misconduct as there is no violation of Standing Order or Regulation of the Management. The Petitioner requested the Management to furnish copies of basic reports relating to allegations to enable him to submit his explanation. He performed the duty as usual on 29-9-84. Since 30-9-84 was Sunday he assigned duty at 2.30 P.M. on 1-10-84. When he reported for duty on 2.30 P.M. on that day he was not allowed to work but was taken to task for asking the basic reports and orally terminated his service. The action of the Management is high handed and illegal and against the principles of natural justice. The Petitioner was not given opportunity to submit his explanation or any enquiry was conducted. The Assistant Commissioner of Labour also suggested to the Management during the course of conciliation to reinstate the petitioner since the termination was illegal and unjustified. His termination is attracted by provisions of Section 2(o) read with 25-B, 25-F and 25-H of the Industrial Disputes Act, 1947. Hence the termination was not considered as punishment, which amounts to retrenchment as per Section 2(o) and it is not valid without complying the conditions laid down under Section 25-F of the I.D. Act. Hence the claim.

3. The Respondent in the counter statement states that the Petitioner's employment will not come within the purview of the Industrial Disputes Act. The P & T Motor Service is part of the Union Government and the postal services are exclusive within the severing functions of the State and hence the employment will not be governed by the Industrial Disputes Act. The Petitioner was only a casual driver on daily wages and he is not a permanent employee. His appointment being temporary, he will have no claim for regular employment. He committed grave irregularities and misconduct on various occasions. He dashed against the mail van with the motor cycle on 3-8-84 and that he left log sheet in Tirunagar Post Office and subsequently brought the same on 14-9-84. He made allegations against one Selvaraj, Driver and subsequently for charge memo he submitted his explanation. Even pending receipt of his explanation, he committed various misconducts. Since his conduct did not improve, he was discharged from duty on 1-10-84. The Petitioner have worked only for 223 days of continuous service and no notice of one month was necessary before termination. The provision of Section 25-B 25-F, and 25-H of the Industrial Disputes Act are not applicable. He has been validly terminated. The Respondent prays leave of this Court to lead evidence if it is found the Petitioner's conduct should have been subject to the enquiry.

4. The points for determination are (i) whether the termination of Thiru S. Kuber Singh, Ex-Driver, with effect from 1-10-84 is justified? (ii) If not, what relief?

5. The Petitioner examined as W.W. 1 and the Respondent examined two witnesses as M.W. 1 and M.W. 2. Ex. W-1 to W-14 and M-1 to M-32 were marked by consent.

6. The Petitioner workman was originally appointed as a casual driver under M-16, the order of appointment. On the basis of Ex. M-16, the order of appointment, he also gave undertaking under M-17, under which he would not have claim for regular employment in this cadre or any cadre in the Respondent Office. While so on certain complaints received by the Respondent under M-18 to M-26, the Petitioner was issued a memo under Ex. M-27. He has been charged with misconduct and directed to submit his explanation. The charge relates to five misconducts, of which we are mainly concerned with the misconducts A and C referred to therein since the evidence let in by the Respondent was only with respect to those two misconducts covered under A and C. The Petitioner besides denying the charges, under Ex. M-28, Explanation, also demanded the basic reports of which charges had been framed against him. On receipt of his explanation under M-28, the Respondent neither supplied the basic report nor held an enquiry against the Petitioner as alleged. On the other hand he was not allowed to report for duty on 1-10-84, and terminated orally. The respondent vehemently contended that the Res-

pondent-Management is not an industry under the Industrial Disputes Act and that the Petitioner-workman being a casual driver on daily wages, he will have no claim for regular employment in any basis in his office. The contention regarding that the Respondent-Management was not an industry was negated. Regarding other contention namely, the petitioner being a casual driver and the order of appointment being a temporary arrangement; that he can be terminated any time was also not accepted. It was held that the Petitioner was terminated without conducting an enquiry and during the enquiry he should have been given an opportunity. The Petitioner was examined as W.W. 1. According to him he was working as a driver and the salary was Rs. 425.30. He would also speak to the nature of duties, while so on 13-9-1984 the chargesheet was given to him. He denied the charges totally in his evidence. As against his evidence, the Respondent examined M.W. 1 the Cash Overseer. His evidence is that himself, the Petitioner S. Kuber Singh went to Tirunagar from Madurai on 16-8-86; that the Petitioner after leaving the log sheet at Tirunagar subsequently he went to Tirunagar Post Office by cycle and brought back the log sheet and in respect of that incident, he gave Ext. M-24 Report to the Respondent on 16-8-1984. A look at the report reveals that the alleged incident took place on 10-8-84, whereas he refers to the incident as on 16-8-84 in chief examination. According to him in the cross-examination, he would state that he went Tirunagar along with the Petitioner only on 10-8-84 and not on 16-8-84. Further he would add after hearing the incident on 10-8-84, he gave a statement on 16-8-84 on the direction of the Postal Inspector. The Report M-24 though recites that he was aware of the incident but in his evidence M.W. 1 says he heard about the incident. Above all the complaint was not given by him voluntarily and that too sufficiently belated. Apart from these facts his evidence is quite contrary to his own report under Ex. M-24. With regard to the date of incident that took place, his testimony cannot be believed.

7. Coming to M.W. 2 evidence, he would speak that the accident took place on 3-8-84 by the negligence of the Petitioner in driving the van. According to him on 3-8-84 at about 4.45 P.M. while he was bringing postal letters in the main road, the Petitioner came in opposite direction and dashed against the scooter. He would also add that he gave a report to the Post Master under M-26. Of course, in the cross-examination he would concede that he was not aware of the scooter's number or even the van number. In fact his evidence is that while the accident took place, the driver of the scooter was thrown to 10ft away and that he did not mention in the report about the injury to the scooter driver. It is seen from the report given by M.W. 2 under M-26 that it does not bear any date. The report has been received in the office of the Respondent on 11-9-84, whereas the incident took place on 3-8-84. According to the witness the Post Master agreed to put the date of accident and therefore he did not mention the date in his complaint. It is relevant to not that the report besides not dated and it was sent only after 40 days. This delay only supports the plea of the Petitioner. There is no reason why M.W. 2 has not chosen to intimate the fact earlier. The witness speaks in detail of the incident and yet he failed to mention the injuries sustained by the scooter driver as well as the damages to the vehicles due to the accident. He only swears after that incident the petitioner and the scooter driver quarrelled and then left the place. In this connection, the case of the Petitioner that there is no such incident appears to be true. Even the evidence of M.W. 2 is not reliable as can be seen from his evidence. As rightly pointed out by the learned Authorised Representative that the failure to mention the date of accident in the report under M-24 would go a long way in support of the case of the Petitioner. The evidence of the Respondent-witnesses has not established the charges framed against the Petitioner. That apart, the Petitioner has been straightaway terminated by orally without even holding an enquiry after getting an explanation. It may be true he is a casual labourer and completed 240 days enabling him to get the benefits of Industrial Disputes Act. It is nowhere stated that no enquiry is necessary to terminate the casual employer when especially after framing a charge and obtaining his explanation. It is fundamental, the respondent before terminating him should have held an enquiry. Anyway even before this Tribunal the Respondent has failed to prove the charges. Hence I am constrained to hold that the termination of the Petitioner with effect from 1-10-84 is not justified.

8. The other contention since the Petitioner has not completed 240 days, he is not entitled to the benefits under Section 25-F has no legs to stand. For these reasons, this point is found in favour of the Petitioner.

9. In the result the Respondent is directed to reinstate Shri S. Kuber Singh, Ex. Driver without backwages, but continuity of service and with other attendant benefits. An award is passed accordingly. No costs.

Dated, this 21st day of August, 1989

K. NATARAJAN  
INDUSTRIAL TRIBUNAL

#### WITNESSES EXAMINED

For workman.—W.W. 1—Thiru S. Kuber Singh (Petitioner Workman)

For Management.—M.W. 1—Thiru K. Narayanan M.W. 2—Thiru K. Kuppusamy.

#### DOCUMENTS MARKED

For Workman :

- Ex. W-1/18-9-84—Letter for Petitioner-workman to the Management (copy)
- Ex. W-2/18-9-84—Reply by the Management to W-1.
- Ex. W-3/18-9-84—Acknowledgement by the Management dt. 29-9-84.
- Ex. W-4/7-10-84—Letter from Petitioner-workman to the Management praying to reinstate him in service.
- Ex. W-5/7-10-84—Acknowledgement by the Management dt. 10-10-84;
- Ex. W-6/9-1-85—Letter from the Petitioner-Workman to the Assistant Commissioner of Labour (Central) Madras.
- Ex. W-7/9-1-85—Acknowledgement by the Assistant Commissioner of Labour (Central) Madras for receipt of W-6.
- Ex. W-8/14-3-86—Reply by the Assistant Labour Commissioner (Central), Madras to W-6.
- Ex. W-9/5-4-85—Letter from the Petitioner-workman to the Assistant Labour Commissioner (Central) Madras.
- Ex. W-10/24-5-85—Letter from Petitioner-workman to the Director of Postal Service, Madurai Region.
- Ex. W-11/24-5-85—Acknowledgement by the Director of Postal Service, Madurai Region for receipt of W-10.
- Ex. W-12/24-5-85—Acknowledgement by the Assistant Labour Commissioner (Central), Madras.
- Ex. W-13/8-8-85—Letter from the Director of Postal Services, Madurai Region to the Petitioner-workman.
- Ex. W-14/16-12-86—Conciliation Failure Report.

For Management :

- Ex. M-1/16-12-86—Application for the post of Driver submitted by the Petitioner-Workman to the Management (Xerox copy).
- Ex. M-2/6-2-84—Letter from the Management to the Petitioner-workman containing terms and conditions of appointment (Xerox copy).
- Ex. M-3/6-2-84—Letter from the Petitioner-workman to the Management accepting the post and terms and conditions of appointment (Xerox copy).
- Ex. M-4/14-8-84—Complaint by Thiru N. Selvaraj, Driver against Petitioner-workman (Xerox copy).
- Ex. M-5/14-8-84—Complaint by Thiru R. Chandrasekaran against Petitioner-workman (Xerox copy).
- Ex. M-6/14-8-85—Complaint by Thiru M. Ramachandran against Petitioner-workman (Xerox copy).

Ex. M-7/14-8-84—Letter from Petitioner-workman to the Management (Xerox copy).

Ex. M-8/17-8-84—Complaint by Thiru S. Natarajan against Petitioner-workman (Xerox copy).

Ex. M-9/17-8-84—Complaint by Thiru G. Jeevanandam against Petitioner-workman (Xerox copy).

Ex. M-10/16-8-84—Letter from the Post Master (G. 3) Madurai H.P.O., forwarding the complaint of K. Narayanan, Cash Overseer Post man, Madurai H.O. to the Management (Xerox copy).

Ex. M-11/14-8-84—Complaint by Thiru K. Ramnathan, S. D. Driver against the Petitioner-workman (Xerox copy).

Ex. M-12/14-8-84—Complaint by Thiru K. Kuppusamy, E. D. Packer against the Petitioner-workman (Xerox copy).

Ex. M-13/13-9-84—Letter from the Management to the Petitioner-workman (Xerox copy).

Ex. M-14/28-9-84—Reply by the Petitioner-workman to M-13 (Xerox copy).

Ex. M-15/28-9-84—Original of Ex. M-1.

Ex. M-16/6-2-84—Original of Ex. M-2.

Ex. M-17/6-2-84—Original of Ex. M-3.

Ex. M-18/14-8-84—Original of Ex. M-4.

Ex. M-19/14-8-88—Original of Ex. M-5.

Ex. M-20/14-8-84—Original of Ex. M-6.

Ex. M-21/14-8-84—Original of Ex. M-7.

Ex. M-22/17-8-84—Original of Ex. M-8.

Ex. M-23/17-8-84—Original of Ex. M-9.

Ex. M-24/16-8-84—Original of Ex. M-10.

Ex. M-25/14-8-84—Original of Ex. M-11.

Ex. M-26/14-8-84—Original of Ex. M-12.

Ex. M-27/13-9-84—Original of Ex. M-13.

Ex. M-28/28-9-84—Original of Ex. M-14.

Ex. M-29/28-9-84—Extract of Attendance Register during February 1984 to September 1984 (Xerox copy).

Ex. M-30/28-9-84—Bill of Short Duty Drivers during February 1984 to September 1984 (Xerox copy).

Ex. M-31/28-9-84—Statement showing the particulars of work done by the short duty Drivers from February 1984 to September 1984 (Xerox copy).

Ex. M-32/28-9-84—Payment made to the S. D. Officials during the period of his engagement (Xerox copy).

K. NATARAJAN, Industrial Tribunal  
[No. L-40012/55/85-1D. II(B)-(Pt.)]

का.आ. 2610.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईस्टर्न रेलवे कलकत्ता के प्रबन्धन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुवध से निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 3 धनबाद के पंचपद को प्रकृति करती है, जो केन्द्रीय सरकार को 19-9-89 को प्राप्त हुआ था।

S.O. 2610.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Eastern Railway, Calcutta and their workmen, which was received by the Central Government on 19-9-1989.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL (NO. 2) AT DHANBAD

REFERENCE NO. 159 OF 1987.

In the matter of an industrial dispute under Section  
10(1)(d) of the I. D. Act, 1947.

## PARTIES :

Employers in relation to the management of Eastern  
Railway, Calcutta and their workmen.

## APPEARANCES :

On behalf of the employers : Shri N. C. Mallik, Advoca-  
cate.On behalf of the workmen : Shri Nazeer Hussain, the  
concerned person himself.

STATE : Bihar.

INDUSTRY : Railways

Dated Dhanbad, the 13th September, 1989

## AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-41012/16/86-D. II (B), dated, the 12th June, 1987.

## SCHEDULE

"Whether the action of the General Manager, Eastern Railway, Calcutta in terminating the services of Shri Nazeer Hussain, bearer Tinsukhiya Mail, Gaya is justified? If not, to what relief is the concerned workman entitled and from what date?"

The case of the concerned workman Shri Nazeer Hussain is that in the month of August, 1977 he was appointed as commission bearer in Dining car rake No. 2 Tinsukhiya Mail, Eastern Railway by the Catering Supervision of Tinsukhiya Mail. He was getting 10 per cent commission for obtaining order and serving the meals to the passengers of the train. He was performing his duties with full satisfaction of the authorities concerned. The concerned person fell ill in the month of December, 1977 for which he gave information to the Manager, catering of Tinsukhiya Mail rake No. 2. After recovery he went to resume his duties with medical certificate in the month of January, 1978. The Manager of the dining car rake No. 2 Tinsukhiya Mail directed the concerned workman to contact the office of CCS, Eastern Railway, Calcutta as his application for leave and the medical certificate have been forwarded there. The concerned workman went to the Chief Commercial Superintendent who directed to wait for sometime. The concerned workman made several representations to the Railway but no reply was sent to him. On 28-10-1980 a letter was sent by the CCS, Catering to the concerned workman stating that his claim cannot be acceded to. No reason was assigned in the said letter as to why his prayer for joining the services was not being accepted. Non-acceptance of the claim of the concerned person for employment amounts to retrenchment.

The concerned person sent representation to the ALC(C) Dhanbad who sent it to ALC(C), Hazaribagh and from there his representation as sent to RLC(C), Calcutta. The RLC(C), Calcutta sent the representation of the concerned workman to the RLC(C), Dhanbad vide his letter No. C-1 (21)/83. The RLC(C), Dhanbad sent the representation of the concerned workman to the LEO(C) Patna vide his letter dated 25-5-1982. The concerned workman received a letter from

the LEO(C) Gaya, asking him to put his case before him. The concerned workman appeared before the LEO(C), Gaya and explained the matter and thereafter the LEO(C) sent the letter to the Union of India and the Chief Commercial Superintendent for absorbing the concerned workman on work. But the Railways made no response to it and thereafter the LEO(C), Gaya advised the concerned workman to file a case before the Labour Court at Dhanbad under Section 33C(2) of the I. D. Act. When the concerned workman went to the Labour Court, Dhanbad he was directed to file the case before the Labour Court at Calcutta as the question of recovery of amount was to be made from Calcutta Office of the Railway. Thereafter the concerned workman filed, a case before the Labour Court Calcutta under Section 33C(2) of the I. D. Act on 2-1-1983 which was numbered as LC. 1/83. The railway appeared and filed the W.S. denying the relationship of employer and employee between the management and the concerned person. However, it was accepted by the management that the concerned person had worked in Tinsukhiya Mail from 1-9-1977 to 14-12-1977 as Commission bearer of the Railway catering. The Labour Court at Calcutta rejected the case of the concerned workman holding that there was no case under Section 33C(2) of the I. D. Act. The case of the concerned workman is that he was an employee of the Railway and the commission which he was getting was wage under the definition of Section 2 of the I. D. Act. On Industrial dispute being raised the present reference has been made to this Tribunal for adjudication. The other commission bearer who were appointed have been regularised in the services of the Railway. There is no provision in the railway rules for the appointment of Commission bearer but there is provision for appointment of casual labour and as such the concerned person who was appointed as a Commission bearer was in fact a casual labour. Hence there was the relationship of employer and employee between the management and the concerned person. The termination of the services of the concerned person in the facts stated above amounts to retrenchment and the said retrenchment has been made in utter violation of the rules of natural justice. The concerned person is therefore entitled to be reinstated with full back wages.

The case of the management is that as measure of catering services to the travelling public the railways are providing food and other estates on payment by the passengers. For this purpose the railway has departmental catering establishments at stations and on trains. These units are manned by railway servants. The food prepared by the permanent staff under intensive supervision are served to the Travelling public by distributing agencies like commission bearers/commission vendors on commission basis proportionate to their sales under contract agreement between the railways and commission bearer. An agreement has to be entered into by the commission bearer in the prescribed form. As per the terms of the agreement a commission bearer cannot claim any privilege/compensation as admissible to railway servants. There is no relationship of employer and employee between the railway and the concerned person. It is a simple contract and its operation does not result in any right whatsoever for employment. The nature of work done by the Commission bearer are of the nature of the canvasser. In terms of the policy decision dated 20-8-1985 a commission bearer has to perform duty atleast 25 days in a month and if he becomes unauthorisedly absent or perform duties for less than 25 days in a month, his name is automatically deleted from the Register and he cannot claim his right for re-engagement as a commission bearer.

Due to acute position and casualties in Tinsukhiya Mail the concerned workman was locally engaged by catering supervisor who has no authority to make any appointment of a commission bearer. The concerned workman was illegally appointed as commission bearer with effect from 1-9-1977 by the Catering Supervisor of Tinsukhiya Mail without the execution of any agreement or deposit of any security amount of Rs. 250/- by the concerned workman which is a must before a person is appointed to work as a Commission bearer. There are certain formalities for engagement of a commission bearer such as calling for application scrutinising them in regard to their age qualification etc. and after fulfilling all the formalities a person is engaged as a commission bearer

after he executes an agreement and deposit a security amount of Rs. 250. Subsequently the catering services of Tinsukhya Mail was transferred to a contractor as per order of the Ministry of Railways and all the railway staff and commission bearer were transferred to different catering points of E. R. The concerned workman did not perform duty after 13-12-77. He reported to the office with an application for his re-engagement as Commission bearer only on 18-8-1980 after a lapse of about 3 years when his right for re-engagement had ceased and his name had been struck off from the relevant register. There was no question of termination of his services by the Railway Administration as he had never been an employee of the Railway and as such there was no question of retrenchment of the concerned workman by the Railway Administration. The concerned person had filed a LC. Case No. 1/83 under Section 33C(2) of the I. D. Act at Calcutta where it was decided on content that since the concerned person is not an employee of the Railway, he was not entitled to seek his remedy under the provisions of the Industrial Disputes Act. The said decision of the Labour Court was not challenged by the concerned person in any superior court and as such he is not entitled to agitate the said point in this reference. The question of his becoming a casual labour depends upon his engagement as such by the Railway Administration. The Railway Administration has its specific rules for engagement of casual labour and their subsequent absorption in the permanent cadre. The concerned person has shown no ground as to how he should be treated as a casual labour. The case of the concerned person is not covered within the definition of retrenchment. The nature of work performed by the concerned person was merely a case of "No work no commission basis". Admittedly the concerned person had worked between August, 1977 and December, 1977 in the capacity of Commission bearer and as such he cannot be said to be a regular employee of the Railway Administration so as to claim any benefit like other employees of the Railway. On the above facts it is prayed on behalf of the management that the concerned person is neither entitled to reinstatement nor to any back wages and that the claim of the concerned person is fit to be rejected.

The points for decision in this reference are the following :—

1. Whether there was relationship of employer and employee between the Railway Administration and the concerned person ?
2. Whether the termination of the services of the concerned person will amount to retrenchment, and
3. Whether the termination of the services of the concerned person is justified

The management examined 2 witnesses and the concerned person examined 5 witnesses including himself. The documents of the management are marked Exts. M-1 to M-4 and the documents of the workman are marked Exts. W-1 to W-5.

#### Point No. 1

The foremost point to be decided in this case is whether there is relationship of employer and employee between the railway administration and the concerned person. WW-5 is the concerned person Nazeer Hussain. He has stated in his evidence that he was appointed as Commission bearer in the Dining car of the Tinsukhya Mail by the Dining car inspector and that all the formalities regarding the appointment were gone into and he had deposited security amount of Rs. 250/-. He has further stated that in the second week of December he fell ill and after applying for leave to the Manager he went to his home for treatment. He has stated that he went to join his duty on 10-1-1978 and that at that time he submitted his medical certificate and application for leave to the Manager. He was informed by the Manager at that very time that the Dining car of Tinsukhya Mail has been given in contract to contractor and that the other persons working in the said Dining car had been transferred at different places. In cross-examination he has stated that he had no appointment letter to show that he was appointed as Commission bearer by the Railway. He also has no paper with him to show that he had deposited the security amount

of Rs. 250/-. He has also no paper to show that he had entered into any agreement with the Railway regarding commission bearer. Thus it will appear from his evidence that he had not received any letter from the Railway Administration and that neither he had entered into any agreement with the Railways regarding commission bearer nor he had deposited the security amount of Rs. 250/-. Had he deposited the security amount or had entered into any agreement with the railway he must have produced papers in its connection. The concerned person had not stated specifically in his W.S. that he was appointed by the Dining Car Inspector or by any authority of the Railway. His witness WW-3 Md. Osman has stated that he was working as Commission bearer in E.R. since 1977 and that the concerned person was working as a Commission bearer in Tinsukhya Mail. In cross-examination he has stated that when he joined as Commission bearer he had to deposit security of Rs. 150/- and he had entered into an agreement with the railway. He has stated that he does not know if the concerned workman had deposited any security amount at the time of his appointment or that he had entered into any agreement with the Railway at the time of his appointment. He has very clearly stated that the concerned person was engaged locally by the Catering Supervisor of Tinsukhya Mail on commission basis. He has stated that the post of Catering Supervisor is Class III post. He has further stated that no one except the G.M. of the Railway has the authority to appoint Class IV staff but the case of Commission bearer is not covered by it. His evidence therefore establishes that the appointment of the concerned person as commission bearer was made by the Catering Supervisor of Tinsukhya Mail and not by the Dining Car Inspector as stated by the concerned person WW-5. WW-2 is wife of the concerned person whose evidence is not relevant to establish the case of the concerned person. WW-1 Samsuddin has stated that he was working in the catering department of E.R. since 1955 and he retired in 1989. He has stated about the duty of the Commission bearer and the method of service in the Dining Car. It will appear from his evidence that the Commission bearer used to get his commission. He has stated that he cannot say if the concerned person had filed any petition on the ground of his sickness. He has stated that when the concerned person returned back to join, the catering department of Tinsukhya Mail was handed over to contractor. In cross-examination he has stated that he does not know the authority who can make appointment of the Commission Bearer. He has stated that a person who is appointed as Commission bearer has to deposit security money in Pass Book account. He has further stated that the concerned person was engaged by the Supervisor but subsequently he expressed his ignorance as to who had engaged the concerned person in the Dining car. About payment he has stated that the payment to the Commission bearer is made on the basis of the order taken and complied by him. He was unable to say if the concerned person was legally engaged by the supervisor and that he had not been employed by the Railway authority.

The management examined MW-1 Shri Prabir Karmakar who is working in the catering department of the Eastern Railway. He has stated that the Catering Supervisor of Tinsukhya Mail had appointed the concerned person as Commission bearer. He has stated that the Catering Supervisor is a Class III staff of the Railway and he has no authority to appoint any person and that the Catering supervisor had made the appointment of the concerned person due to necessity. He has admitted that the concerned person had worked for 3 months under the Catering Supervisor from 1-9-1977 to 12-12-1977. He has stated that the General Manager of the Railway is the appointing authority of all the employees in the E.R. He has further stated that the concerned person had filed a case before the Labour Court, Calcutta under Section 33C(2) of the I. D. Act which was dismissed on the ground that the concerned person was not a Railway employee. He has also stated that an agreement has to be signed if a person is appointed as a catering staff but the concerned person had not entered into any agreement with the Railway. He has stated that a security of Rs. 250/- has to be deposited for being appointed as a Catering Staff. According to him, by the order of the Ministry of Railway the pantry car was handed over to the contractor after 1977



and all the staff of catering of Tinsukhiya Mail were appointed by the Railway and as the concerned workman was not working at that time he was not taken in the employment of the Railway. MW-2 Shri B. S. Karo is working as Office Supdt. of catering department of E. R. Calcutta. He has stated that the concerned person was engaged by the Catering Supervisor as Commission bearer and that the Catering supervisor has no right to employ any person in the canteen and the General Manager of E. R. is the competent authority to appoint or engage a commission bearer in the canteen. He has stated that the Commission bearer is not a railway employee. In cross-examination he has stated that a receipt is granted by the Railway on receipt of the security amount in respect of Commission bearer. He has denied that the concerned person had deposited any security amount.

On the evidence of the parties discussed about it will appear that the concerned person Nazeer Hussain was appointed by the Catering Supervisor of Tinsukhiya Mail locally to meet some emergency. It has also been made clear from the evidence of the parties that a catering supervisor has no authority to make appointment of Commission bearer in the canteen. Moreover it will appear that the concerned workman had neither executed any agreement of the Commission bearer with the Railways nor he had deposited any security amount at the time of his engagement as a Commission bearer which is required for the appointment of a Commission bearer of the canteen of the catering department of the Railway. It appears that the concerned person had been engaged locally for about 3 months by the Catering Supervisor of Tinsukhiya Mail who had no authority to make any appointment on behalf of the Railway.

The concerned person had filed LC. 1/83 before the Labour Court, Calcutta under Section 33C(2) of the I. D. Act. Ext. M-2 is an extract copy of the order of the said case dated 25-5-1983. It will appear from this order that "From the admitted facts of the case it is clear that there was no relationship of employer and employee and that the applicant was never workman. Therefore the application under Section 33C(2) of the I. D. Act is not maintainable and is dismissed as such." The concerned person had filed LC case No. 1/83 against the Chief Commercial Superintendent, E. R. and General Manager, Eastern Railway, Calcutta, in which it was decided that there was no relationship of employer and employee between the concerned person and the Railway administration. Although res judicata is not applicable in the industrial case nonetheless the principle of res judicata is accepted even in industrial case. On contest between the concerned person and the concerned railway authorities it was decided by a competent Labour Court that the concerned person was not an employee of the Railway administration and the said decision has to be given due weight.

Taking the entire facts, evidence and circumstances into consideration I hold that there was no relationship of employee and employer between the concerned person and the Railway Administration.

#### Point No. 2 and 3

These two points are taken together as they are inter connected.

Admittedly the concerned person worked as Commission bearer from the month of August, 1977 till the second week of December, 1977. There is no reliable evidence to show that the concerned person had fallen ill in December, 1977, and that he was under the treatment of any doctor. The concerned person has not filed any medical certificate to show his illness. WW-4 Mumtaz Alam has been examined to show that the concerned person had gone for treatment to Dr. Choudhury in 1977. This witness was only under training of a compounder in the dispensary of Dr. Choudhury and is not even a compounder of Dr. Choudhury. His evidence is not at all to be believed in the absence of the evidence of the Compounder or any certificate of the doctor who is said to be dead. There is also no document to show that the concerned person had applied for leave to the Catering Manager of Tinsukhiya Mail. It appears that as he was locally engaged to work as Commission bearer his engagement was no

longer required from the month of December, 1977 and as such he was not allowed to work in the dining car of Tinsukhiya Mail. Moreover, it will appear that the concerned person was not working as a Commission bearer at the time the catering of the dining car was given in contract to the contractor and as such the concerned person could not be given any employment in the railway catering department. It will also appear that the concerned person had not been appointed by the Railway authority and as such there was no question of his retrenchment by the Railway Administration. He had worked only for about 3 months and as such he was not entitled to the benefits of the provision of Section 25-F of the I. D. Act. I hold, therefore that the termination of the services of the concerned person will not amount to retrenchment and as such the Railway authorities were not bound to comply with the provision of Section 25-F of the I.D. Act. In the above view of the matter I hold that as there was no case of termination of the services of the concerned person by the Railway authorities, the question does not arise to hold whether the termination of the services of the concerned person was justified or not.

These two points are accordingly disposed off.

In the result, I hold that the termination of the services of the concerned person Shri Nazeer Hussain as Commission bearer of Tinsukhiya Mail is justified and accordingly he is entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer.

[No. L-41012/16/86-D. II (B) (Pt.)]

का.आ. 2611—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल सेरिकलचर रिसर्च और ट्रेनिंग इंस्टीट्यूट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2611.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Sericultural Research and Training Institute and their workmen, which was received by the Central Government.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, 30th August, 1989

#### PRESENT :

Shri B. N. Lalgé, B.A. (Hons) LL.B., Presiding Officer.  
Central Reference No. 38/88

#### I PARTY :

Shri M. N. Krishnappa, S/o Shri Meke Narayanappa,  
Madivala Kurugal Post, Vanigal Hobli, Kolar  
Taluk and Distt.

Vs.

#### II PARTY :

The Director, Central Sericultural Research and Training Institute, Shrirampuram, Manandavadi Road,  
Mysore South, Mysore-570008.

#### APPEARANCES :

For the I Party Shri—No representation.

For the II party Shri —S. Subba Krishna, Advocate.



## AWARD

By exercising its powers under section 10(1)(d) of the Industrial Disputes Act, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No L-42012/128/87-D.II (A) dated 28-7-88.

## POINT OF REFERENCE

"Whether the dismissal of Shri M. N. Krishnappa casual labourer, from the service by the management of Central Sericultural Research and Training Institute—Central Silk Board Mysore is justified? If not to what relief the workman is entitled to?"

2. Soon after the reference was received, notices were served on the parties. The first party workman appeared on 13-9-88 and prayed for time and time was granted. Thereafter he remained absent. However, again notice by R.P.D. was ordered. He was duly served and appeared on 25-11-88. He sought for time. Time was allowed. He again committed default on 14-12-88.

3. On 30-12-88 again notice by R.P.D. was ordered. He was duly served. He appeared on 16-1-89 and sought for time. However taking into account that he is a workman, time was granted, but he failed to appear again.

4. Since it was found that no useful purpose could be served by waiting for the first party, he was called out several times and since he was absent, he has been placed ex parte on 8-7-1989.

5. The learned representative for the second party Shri S. Subba Krishna was permitted to file a written statement of the second party and adduce evidence by affidavits.

6. The second party has filed its written statement and also one affidavit and certain documents.

7. The second party has contended that the first party workman committed several acts of misconduct and the management ordered for a preliminary enquiry by Shri Dr. C. K. Kamble Deputy Director. It is further stated that the report of Dr. Kamble discloses that the first party had committed serious act of misconduct, and it was further found that in certain criminal cases, he was in custody for 18 days and that he had been issued with 4 memoranda as shown below.

- (a) Sr. FCLA issued one Memo on 27-2-1985 and the first party workman sought for an apology vide his letter dated 28-2-1985.
- (b) FCLA had issued the first party workman a memo on 29-7-1985 for his unauthorised absence.
- (c) S.R.O. issued a Memo dated 15-10-1985 for the first party workman's unauthorised absence and advised him to join his duties immediately. The first party workman submitted his explanation letter dated 21-10-1985 to SRO.
- (d) SRO issued a Memo on 10-2-1986 for his unauthorised absence to the first party workman and advised him to join for duty immediately and the first party workman submitted his apology letter dated 7-4-1986 to the said memo.

It has been further stated that taking a lenient view his services were terminated.

8. The affidavit of Dr. K. Sen Gupta Director of the second party substantiates the statements made in the written statement. Annexure A the report of Dr. Kamble, supports the statements made in the affidavit of Dr. Sengupta Annexures 2 to 7 are the various letters or reports against the first party except Annexure 4. Annexure 4 shows that regarding the incident on 17-7-85, the first party admitted that his conduct in relation to the supervisory staff was not good and that he promised that he would not commit any such thing in future. Annexure 8 discloses that the senior officer has sent a report against him regarding the acts of misconduct. Annexure 9 to 17 show that there were several

other complaint against him and that the workman admitted about his absence from 27-9-85 to 21-10-85. The affidavit of Dr. Kamble at Annexure B adds force to his report at Annexure A.

9. On going through the evidence on record I find that the management was justified in terminating the services of Shri M. N. Krishnappa and that he is not entitled to any relief.

(Dictated to the Stenographer, taken down by her, got typed and corrected by me).

B. N. LALGE, Presiding Officer  
[No. L-42012/128/87-D.II(B)(Pl.)]

का.सा. 2621.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हार्टीकल्चरल रिसर्च के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचपट को प्रकटित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2612.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Inst. of Horticultural Research and their workmen, which was received by the Central Government.

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, the 30th day of August, 1989

## PRESENT :

Shri B. N. Ladge, B.A. (Hons), LL.B., Presiding Officer.  
Central Reference No. 28/88

## I PARTY :

81 Workmen Rep. by the Secretary, Coorg District General Workers' Union Chettahalli.

Vs.

## II PARTY :

The Director Indian Institute of Horticultural Research  
255, Upper Palace Orchards, Bangalore-80.

## APPEARANCES :

For the I party Shri Asaranna, Representative—for the I Party.

For the II party Shri K. M. Ajith Kumar, Advocate.

## AWARD

By exercising its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its Order No. L-42012/22/85-D.II (B) dated 3-3-1986.

## POINT OF REFERENCE

"Whether the following demands by the Coorg District General Workers' Union are justified? If yes, to what relief the concerned workmen are entitled to?"

1. for regularisation of services of 81 temporary workmen (mentioned in the Annexure) appended hereto,
2. for providing rain-coats and other protection materials to the workers and

## 3. for providing medical facilities at HESP, Chettahalli ?”

2. The I party Union has filed its claim statement and it has stated as follows.

The Horticultural Experiment Station, Chettahalli is established by the Central Government in 1965. Though its name is a research station, its activities are concerned with the trade. It has about 60 acres of land, wherein coffee and other fruits are grown and by the sale of the products, it makes profit. Its activities are industrial in nature. In the establishment of the II party, the workmen shown in the Annexure have been employed for ten years or more than ten years. The workmen are treated as beasts of burden. They are paid minimum wages of Rs. 12 day. They are not given holidays. The natural holidays are treated as holidays without wages. They are denied all the benefits of various labour legislation. The establishment has the characteristics of a plantation. The provisions of Plantation Labour Act 1951 are not made applicable. They are denied weather protection articles which are given to the plantation workers. Because of weather conditions of Coorg, they are entitled to the same. Bonus, leave wage, sickness benefit, gratuity, P.F. are not given to them. They are denied these things on the ground that they are temporary labourers. Whenever they raise any agitation, they are asked to register their names in the Employment Exchange Office. Still then, they are not regularised. If they become ill, they are not cared for. The Central Government has turned a deaf year to their representations. The II party has not recognised the I party union and does not like to discuss with them. The Central Labour Commissioner tried to bring about conciliation, but in vain. It is unfair labour practice to employ persons as casual labourers for years together. Therefore it is prayed that their services may be regularised. They may be provided with protection articles such as two kumbles per worker per year. If not rain coats, two pairs of uniforms and medical facilities. The medical facilities may be provided to carry the sick to the hospital, if he is seriously ill, or otherwise to pay to and fro bus fares and D.A. per day and to provide food etc. if the workman is admitted as an in-patient.

3. The list of the workmen shown in the Annexure is enclosed and marked as Ex. A-1.

4. The II party management has filed its counter statement and iter alia, it is contended as follows.

The II party is a constituent of Indian Council of Agricultural Research, New Delhi. It is not correct that the II party is established in 1965. It was under the control of the erst-while Government of Mysore and the same was taken up by I.C.A.R. in February 1972, in order to promote research activities on a large scale and to pass on the benefits to the farmers. The station has about 235 acres of land. Vegetables and variety of fruits are grown for experimental purposes and for demonstration to the farmers and trainees. The citrus (Coorg Orange) is the main fruits in the research and it is mixed with coffee and they are grown in 2.83 hectares. The farm produce is only a by-product of the research activity. The earnings by the sale of farm produce is negligible, compared to the expenditure incurred on the same. The sale of the by-products is not to make any profit. It is false and incorrect that the II party has indulged in any kind of trade. It is incorrect to say that the workers shown in the Annexure to the claim statement are employees for ten or more than ten years and some of them are from the time of its establishment. There are casual labourers at the station and they are paid as per the rules of the Government of Karnataka. It is not correct that they are treated as beasts of burden and that they are paid only Rs. 12 day or that they are not given national holidays. Casual labourers are not entitled for holidays other than three national holidays. Whenever necessity arises, labourers are engaged for different kinds of work. It is incorrect that the II party has all the characteristics of a plantation. The II party is a research station and it functions as per the rules and regulations of Government of India. The allegation that the I party workers are denied weather protection material or other benefits is not correct. The other allegations are not correct. They are not entitled to the facilities as applicable to the permanent employees of the Council. The other claims made by the I party union have no basis. They are not entitled to

the benefits claimed by them. The reference may be rejected.

5. The management has examined two witnesses and has got marked Exs. M-1 to M-5.

6. The I party union has examined one witness and has got marked Ex. W-1.

7. The parties have filed their written arguments.

8. My finding on the point of reference are as follows.

The I party union is justified in putting forth the following claims and it is entitled to the relief, as shown follows :

## REASONS

## 9. Whether the II party is an Industry .

The evidence of WW-1 Rajaiah, the workman shows that the II party has about 2.10 acres of land, out of which 30 acres of land is utilised for coffee only and in the other area orange and other fruit trees are raised. MW-1 Dr. Purohit admits that they are growing coorg orange pineapple, sapota and other fruits. It is further conceded that in Coorg, coffee and citrus are grown together as mixed crop and in about 6.9 acres, they are growing such mixed crop. From the evidence of MW-1 Dr. Purohit and MW-2 Ganapathy, another scientist, it was contended that the II party has engaged purely in research work and that it is not an industry.

10. The I party has produced the authority of Suresh Kumar and others Vs. Union of India and another (1989 Vol. II LLJ page 110). It has been held in the authority that the Central Institute of Yoga is an industry within the meaning of Section 2(j) of I.D. Act. It has been observed that by virtue of the principle laid down in the case of DWSSB Vs. Rajenna, such an Institute becomes an industry. The evidence produced before me indicates that most of the employees work for wages and there is systematic activity directed towards the work of raising crops, and that it has all the characteristics of an industry. I do not find that there is any force in the contention that the II party is not an industry. It is manifest from the evidence that it is an industry within the meaning of Section 2(j) of the Act.

## 11. Regarding Regularisation :

WW-1 Rajaiah is one of the 81 workers shown in the Annexure to the order of reference. In para 2 of his evidence, he has stated that there are in all 82 workmen and out of them six have been made permanent. In para 3, he swears that he has put in nine years of service and the rest of the workmen have put in service, ranging from nine years to twenty-five years. In that connection, he swears that they have filed a list showing the length of service of each workman. The list is marked as Ex. W-1. It shows that ranging between 1 1/2 years to 31 years is a length of service put in by them.

12. On the other hand, MW-1 Dr. Purohit, a Scientist of the II party has sworn that the Institution was taken over by the ICAR from the State Government on 1-2-1972 and that at present six are made permanent, whereas 68 are casual labourers. The management has produced its own list, showing the length of service put in by them. It is marked as Ex. M-1. It is admitted by them in Ex. M-1 that the workmen at Sl. No. 1 to 35 are working with them since 1972, when the Institute was taken over by the ICAR. It is further admitted in Ex. M-1 that the persons shown at Sl. No. 37 to 73 are working with them from various years, ranging between 1974 and 1980. The evidence of MW-2 Ganapathy another Scientist of the II party is not on the point about the length of service of each workman as shown in the Annexure to the order of reference. From the admission made by MW-1 Dr. Purohit and the statement Ex. M-1, the case of the I party finds considerable support and it stands established that most of the workmen are working in the II party, since more than nine years.

13. The I party has placed reliance on the case of The General Secretary, Bihar State Road Transport Corporation, Patna Vs. The Presiding Officer, Industrial Tribunal, Patna

and others (1988 II L.L.J. page 109). It has been enunciated in the authority that a management cannot afford to employ persons as casual workers for several years and that the management shall have to prepare a scheme for regularisation and pay them salary and allowance at the rates equal to the minimum pay scale of regularly employed persons.

13. Though a copy of the written arguments of the I party has been served on the II party, there has been no reply as to why the rule laid down in the aforesaid authority cannot be invoked by the I party.

14. Ex. M-2 shows that on 31-1-1972, the Chethalli station was handed over to the ICAR. Ex. M-3 is an officer order showing that with effect from 21-7-1988 casual labourers are paid at the rate of Rs. 15.20 P. Ex. M-4 is a letter by the Ministry of Labour showing that the Central Government had decided not to refer the demands for adjudication. Ex. M-5 is a memo showing that WW-1 Rajaiah was not considered for 'D' post, because he had joined after 21-3-1979 and he was aged 27 as on 15-3-1988. The aforesaid documents and the evidence of MW-1 and MW-2 have been pointed out to show that these workmen are not entitled to any regularisation and that the II party is conducting its affairs in accordance with the rules and orders issued by the ICAR or the Government of India from time to time.

15. The I party has submitted that in view of the principle laid down in the case of L. Robert D'Souza Vs. The Executive Engineer, Southern Railway and another (1982 LAB. I.C. page 811), a person cannot be kept as a casual worker for several years. The case of Mohan Lal Mehrotra and others Vs. The Comptroller and Auditor General of India, New Delhi and others (1979 LAB I.C. page 1355) has been cited to show that the instructions cannot alter the statutory rules or provisions. The case of Guman Singh Vs. State of Rajasthan and others (1970 LAB I.C. page 1152) has been pointed out to show that if the instructions are against policy, they cannot prevail. The authority of S.S. Garga Vs. The Coal Controller and others Vs. The Coal Controller and others (1974 LAB I.C. Page 45) has been shown to point out that the presumption under Article 77(2) of the Constitution does not extend to the legality or regularity of the order. The authority of Delhi Municipal Karamchari Ekta Union Vs P.L. Singh and others (1988 Vol. 6 SC page 585) has been pointed out to show that there should be equal pay for equal work. From Annexures 9 and 10 of the written arguments, it has been pointed out that the management cannot deny the minimum pay scales of a regularly employed workman to casual workers. From the authorities, it is obvious that the administrative orders or circulars cannot prevail, when discrimination between permanent workman and the casual workers who are working for decades is clear and when the work which both of them carry out is the same.

16. There can be no objection if a direction is given for preparing a scheme, so that at least those persons who have put in services of nine years or more as on 31-8-1989 should be regularised, since a period of eight years of continuous work is considerably a long period to suggest that there is necessity of work for at least those persons.

17. In my view, in the light of the principle laid down in the said authority, of 1988 II L.L.J. page 109, this Tribunal shall have to give a direction to the II party to prepare a scheme or regularisation of all these workmen, shown in Annexure 'A' who have put in continuous service of eight years or more then eight years of service as on 31-8-89 and pay them the salary and allowance with effect from the first of the month which shall not be beyond three months from the date on which this award comes into effect, at the rate equal to the pay scale of regularly employed persons.

#### 18. Providing Raincoats and other Protection material

In para 13 of the evidence WW-1 Rajaiah has sworn that in the surrounding estate, each workman is given two kumbils per year since in Coorg there would be heavy

rain and that they also pray for the said facility. In his cross-examination the said evidence has not been challenged. The court can take Judicial notice to the effect that in Coorg there will be heavy rains and the temperature would be too low in rainy season and in winter. The claim of two kumbils per head per year is quite modest and I am of the view that it is justifiable and that the management should be directed to provide the same.

19. The claim of the I party that other protection material may be given to the workman has not been pleaded with sufficient details and there is no evidence on that point.

#### 20. Regarding Medical Facilities

In para 14 of his evidence, WW-1 Rajaiah has sworn that they may be given the medical facilities, as shown in the claim statement. In the claim statement, it is stated in para 5 (3) that transport facilities may be given or bus fare of Rs. 7/- may be given, if the workman becomes seriously ill. It has been further claimed that if any attendant is required for the patient, the patient and the attendant may also be paid for the day and that medical expenses may be also paid by the II party. The pleading in relation to the medical facilities is not specific, in terms of money. Secondly, the I party has not produced satisfactory evidence to substantiate its claim of Para 5(3). However, I find that there can be no harm if a direction is issued to the II party to devise a scheme, so that the workmen who become ill, are not left, to their lot but some relief is provided by the management. It is an admitted fact that the Chethalli institute is in the internal part of the country. In that context, I find that a direction is necessary as shown below.

21. In the light of the foregoing discussion, an award requires to be passed on the following lines.

22. In the result, an award is passed to the effect that the demands made by the Coorg District General Workers' Union are justified to the extent shown below and directions are given to the management that :

- (1) A scheme shall be prepared by the II party to regularise those employees out of 81 shown in the Annexure to the order of reference, who have put in continuous service of eight years or more than eight as on 31-8-89 and pay them the salary allowance with effect from the first of the month which shall not be beyond three months from the date on which this award comes into effect, at the rate equal to the pay scale of regularly employed persons.
- (2) The management shall provide two kumbils per head for year to all those who are not regularised; and
- (3) The management shall prepare a scheme to provide medical facilities to the workmen on the lines as provided in the Plantation Labour Act 1951, until they are regularised.

B. N. LALGE, Presiding Officer

#### ANNEXURE A

1. Shri Ankaiah
2. „ Achuthan
3. „ Doddashetty
4. „ S Mani
5. „ Mahadevappa
6. „ S. Mahadeva
7. „ Muthuswamy K
8. „ M. Mahashetty

9. Shri M. N. Puttamahshetty
10. „ S. Puttamada
11. „ Persumal C
12. „ Rajaiah
13. „ Ramaswamy T. R.
14. „ Ramaswamy M
15. „ Rangaraju K
16. „ Sidda S
17. „ Siddashetty A
18. „ Sangamala
19. „ Selvaraju
20. „ Sellamuthu
21. „ Sundaraj
22. „ Thirumalaswamy
23. „ Siddashetty R
24. „ Mahasnetty S
25. Smt Basamma
26. „ Chinnamma A.
27. „ Chinnamma R
28. „ Doddamma
29. „ Girija
30. „ Jayamma
31. „ Jayalaxmi
32. „ Janaki P
33. „ Kempamma
34. „ Kamalamma
35. „ Leela K
36. „ Laxmy M
37. „ Mariamma S
38. „ Madamma S.
39. „ Mahadevi P
40. „ Menaxi S
41. „ Nallamma
42. Smt Nallamma M
43. „ Ningamma
44. „ Meenaxi T. R.
45. „ Paru K
46. „ Papathy
47. „ Putlaxmy
48. „ Parvathy P
49. „ Parvathy V
50. „ Pautmadie M
51. „ Putnanjamma
52. „ Rajamani K
53. „ Rajamma S
54. „ Rani N U
55. „ Sellamma E
56. „ Siddamma C
57. „ Poriyamma
58. „ Vijayalaxmy R
59. „ Paramaswamy M
60. „ Sarasu R
61. „ Thanamma S
62. „ Muthulaxmy
63. „ Rachaiah
64. „ Bapu P G

65. „ Sannamma C
66. „ Mohana P
67. „ Arkany
68. „ Basavashetty
69. „ Siddaiah
70. „ Puttamma
71. „ Chickputmadma
72. „ Jayamma
73. „ Siddamma
74. „ Poovale
75. „ Peryaswamy D
76. „ Valappa
77. „ Sowbagya
78. „ Ramaswamy L
79. „ Vally
80. „ Rangamma K
81. „ M. N. Putmahashetty.

[No. L-42012/22/85-D.II(B) (Pt.)]

HARI SINGH, Desk Officer

नई दिल्ली, 26, सितम्बर, 1989

का.प्र. 2613.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रचुरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध निषेधकों और उनके कर्मचारों के बीच, प्रचुरण में निषिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 26th September, 1989

S.O. 2613.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Punjab National Bank and their workmen, which was received by the Central Government.

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 BOMBAY

## PRESENT

Shri P. O. Apshankar, Presiding Officer.

Reference No. CGIT-2/21 of 1987

## PARTIES

Employers in relation to the Management of Punjab National Bank

## AND

Their Workmen

## APPEARANCES

For the Employer.—Shri V. V. Pai, Advocate.

For the Workmen.—Shri S. W. R. Vaidya, Advocate.

## INDUSTRY—

Banking

## STATE—

Maharashtra

Bombay, dated the 20th August 1989

## AWARD PART I

The Central Government by their order No. L-12012/47/86-D. IV(A) dated 27-3-1987 have referred the following industrial dispute to this Tribunal for adjudication under Section 10 (1) (d) of the Industrial Disputes Act :—

"Whether the action of the management of Punjab National Bank, Bombay, in awarding the punishment of dismissal from service in respect of Shri Rocky Rebello, Clerk-typist of Nepean Sea Road Branch, Bombay w.e.f. 30-10-1985 is justified? If not, to what relief the workman concerned is entitled?"

2. The case of the workman Sri Rocky Rebello as disclosed from the statement of claim filed by the Union (Ex. 2), in short, is thus :—

At the relevant period the workman was working under the Branch Manager Sri Apte. Shri Fernandes was then working as accountant of that Branch. The Manager of the Branch had exceeded his powers and authority while giving various directions and/or orders to the workman. The workman Shri Rocky Rebello merely carried out the orders of the Branch Manager Shri Apte and the Accountant Shri Fernandes. The workman was not aware that the orders issued by the Branch Manager were beyond his power and authority. At the relevant time the workman Shri Rebello had put in only two years of service in the Bank. Thereafter the Bank management took the disciplinary action against the workman Shri Rebello as well as against the Branch Manager Shri Apte, Accountant Shri Fernandes, and against Shri K. N. Dimar, and Shri R. S. Varma. The charges levelled against the Branch Manager Shri Apte and the Accountant Shri Fernandes were practically the same as against the workman Shri Rebello. There were some additional charges against Shri Apte and Shri Fernandes. The Branch Accountant Shri Fernandes who had authenticated the various documents and vouchers, was given a minor penalty in that disciplinary action, and he continued in the service of the Bank.

3. The Union further contended thus :—

Shri M. L. Ahluwalia, who was the Enquiry Officer in the enquiry held against the workman Shri Rebello, had acted as a defence Assistant in the disciplinary proceedings against Shri Fernandes. The enquiry proceedings against the workman Shri Rebello and the Accountant Shri Fernandes were going on simultaneously at the same time. Therefore, Shri Ahluwalia, who was defending Shri Fernandes in the enquiry proceedings against him, was not a proper person to act as Enquiry Officer in the enquiry proceedings against the workman Shri Rebello. Shri Ahluwalia was trying to protect the interests of Shri Fernandes, and as such he had a bias against the workman Shri Rebello. After the enquiry was over, the Presenting Officer of the Bank had filed his written submissions with the Enquiry Officer. However, no copy of those written submissions was supplied to the workman. Therefore, the workman could not give reply to the points raised by the presenting officer. The workman wanted to examine the Accountant Shri Fernandes as his witness. However, the Enquiry Officer refused to adjourn the proceedings to enable the workman to examine Shri Fernandes as a witness in that enquiry proceeding. In fact Shri Fernandes ought to have been examined as a witness for the Bank management. Further the Enquiry Officer did not allow the workman to further cross-examine the Branch Manager Shri Apte after his cross-examination was over. The Bank management did not examine any witness in the enquiry proceedings, but produced various documents only, and the presenting officer, in fact, acted as a witness on behalf of the Bank. The Enquiry Officer did not record his findings on each of the charges levelled against the workman. The charges were also not proved against him. The disciplinary authority did not apply its judicial mind to the report of the Enquiry Officer and confirmed the findings of the Enquiry Officer as a matter of routine. The main charge against the workman was that he had misappropriated the funds of the Bank. As the workman was working under the Branch Manager Shri Apte and the Branch Superintendent Shri Fernandes, he reluctantly

agreed the course of action suggested by Shri Apte and Shri Fernandes. In fact the workman Shri Rebello had no intention to misappropriate any of the amounts of the Bank and to use for his personal purpose. The workman carried out the orders of the superiors on the basis of vouchers authenticated by them. The Union, therefore, prayed that the action of the Bank management in dismissing the workman from service is not just and proper. The Union urged that the punishment of dismissal is too harsh a punishment. The Union, therefore, requested for reinstatement of the workman in service with full back wages and continuity of service.

4. The Staff Manager of the said Bank by his written statement Ex. 3 contested the said claim of the Union, and in substance contended thus :—

The workman Shri Rocky Rebello was working as a clerk-typist at the branch office at SEEPZ and he committed serious acts of misconduct and irregularities for which a chargesheet was issued against him on 2-8-1984. The workman submitted his reply to the charges on 17-8-1984. The disciplinary authority considered his reply and found it unsatisfactory and hence a departmental enquiry was started against the workman. Shri M. L. Ahluwalia, Manager, Zonal Office, was appointed as the Enquiry Officer. The enquiry proceedings took place at the Branch office at SEEPZ from 12-11-1984 to 9-3-1985. The said workman was represented in the said enquiry proceedings by Shri N. K. Shenoy, Vice-President of Punjab National Bank Employees' Union. The Enquiry Officer submitted his report dated 20-4-1985 to the disciplinary authority. The disciplinary authority, after going through the entire enquiry report, agreed with the findings of the Enquiry Officer and proposed the punishment of dismissal of the workman from the Bank service, in view of the gravity of the misconduct committed by him. The workman was given personal hearing by the disciplinary authority. The order of dismissal was passed by the disciplinary authority on 19-8-1985. Against that order the workman preferred an appeal to the Appellate authority, namely, the General Manager (Administration). The Appellate authority also gave a personal hearing to the workman, and after considering the enquiry report, rejected the appeal. The acts of misconduct that were committed by the workman, and proved in the enquiry, were of serious nature and amounted to gross-misconduct i.e. acts prejudicial to the interests of the Bank. The departmental enquiry held against the workman, was held properly and in accordance with the rules of natural justice. The workman was given proper opportunity to defend himself. During the course of the enquiry proceedings the workman had requested for some adjournments, and they were granted. The Enquiry Officer conducted the enquiry in a fair and impartial way. Therefore, the order of dismissal of the workman from service is quite just and proper. The Bank management, therefore, prayed for the dismissal of the claim of the Union.

5. The issues framed at Ex. 4 are :—

- (1) Whether Shri Ahluwalia, the Enquiry Officer, who conducted the inquiry against the workman Shri Rocky Rebello, was not an independent and disinterested person, and as such, the inquiry held by him is bad in law?
- (2) Whether the inquiry held by the said Enquiry Officer was not held properly, that no proper opportunity was given to the said workman and the rules of natural justice were not followed?
- (3) Whether the action of the management of Punjab National Bank, Bombay, in awarding the punishment of dismissal from service in respect of Shri Rocky Rebello, Clerk-Typist of Nepean Sea Road Branch, Bombay w.e.f. 30-10-1985 is justified?

(4) If not, to what relief the said workman is entitled ?

(5) What Award ?

6. Issue Nos. 1 and 2 are tried as Preliminary Issues, My findings on Issue Nos. 1 and 2 are :—

(1) Yes.

(2) Yes.

### REASONS

#### Issue No. 1

7. It is an admitted fact that at the time the departmental enquiry was going on against the workman Shri Rocky Rebello, a separate departmental enquiry was also going on against the Branch Superintendent Shri Fernandes. It is also an admitted fact that Shri Ahluwalia was the defence representative for Shri Fernandes in the Departmental enquiry against him. This Ahluwalia was the Enquiry Officer in the enquiry proceedings that were being conducted against Shri Rocky Rebello. It is the case of the workman Shri Rebello that at the material time, he was acting under the instructions of the Branch Manager Shri Apte and the Branch Superintendent Shri Fernandes, and he had carried out their instructions and had not fabricated any document and did not misappropriate any amount of the Bank. As Shri Ahluwalia was the defence representative of the Branch Superintendent Shri Fernandes, it can clearly be said that Shri Ahluwalia was interested in Shri Fernandes and was further interested in seeing that Shri Fernandes is exonerated of all the charges levelled against him by the Bank, even at the costs of the workman Shri Rocky Rebello. Shri Ahluwalia may be a very honest and sincere person. However, in the background of the circumstances it cannot be said that the Enquiry Officer Shri Ahluwalia was an independent and disinterested person. Therefore, the enquiry held by a person who was interested in some other person, cannot be said to have been held validly and legally. I, therefore, find that on this count alone, apart from the other contentions of the workman in question the enquiry held against the workman Shri Rocky Rebello is bad in law. Issue No. 1 is found in the affirmative.

#### ISSUE No. 2

8. I further find that the enquiry held by the Enquiry Officer was not held properly and the principles of natural justice were not followed, and proper opportunity was not given to the workman Shri Rocky Rebello to defend himself in the enquiry proceedings held against him, as can be seen from the following discussion. A copy of the Enquiry proceedings is at Ex. 5. It can be seen from these proceedings that during the whole of the enquiry proceedings which commenced on 12-11-1984 and were concluded on 9-3-1985, no witnesses whatsoever was examined on behalf of the Bank management, and the presenting officer of the Bank management presented his case before the Enquiry Officer in such a way as if he himself was the witness for the Bank management. It is true that on the adjourned dates, the representative for the workman had asked certain questions to him. However, proving of charge against the delinquent workman by examining a particular witness is quite different from presenting the case before the Enquiry Officer by the presenting officer himself without examining any independent witnesses on behalf of the Bank management. The presenting officer himself has produced certain documents and deposed for the execution of those documents. In fact the necessary documents should have been produced by him through some witnesses and the concerned witnesses should have deposed about the contents and execution of the documents, namely, vouchers etc. For example during the enquiry held on 12-11-1984 the presenting officer himself presented his case by stating thus :

"Charge No. 2 : I produced the following vouchers masked Exhibit—I (1, 2, 3, 4, 5, 6 & 7). Out of the 5 withdrawal slips 3 have been signed by Rocky Rebello in token of having withdrawn the amount himself. All the vouchers have been prepared by

Shri Rocky Rebello in his own handwriting. Similarly the amount of credit Rs. 1500 and Rs. 2500 to Rocky Rebello's account does not belong to him. In the account of Intel Export Corporation, interest of Rs. 41,717.12 was charged as interest on FOBP and the said interest was partly credited to the head 'interest on FOBP Rs. 11,717.12 and the balance of Rs. 30,000 have been credited to Current Account margin money, which has been misappropriated as below :

The vouchers were prepared by Shri Rocky Rebello. I products the vouchers marked Exhibit 1, 8, 9, 10)....."

As noted above, the above said facts should have been brought on record by the presenting officer for the Bank by examining some witnesses on behalf of the Bank. It is not known how the presenting officer himself came to know about the contents and execution of the documents referred to in the above said paragraphs. It can be seen from the enquiry proceedings that on 14-1-1985, the workman's representative had asked the presenting officer to produce certain documents. The Enquiry Officer gave a finding that certain documents were of confidential nature, and as such it cannot be ordered to be produced. He further stated that the Bank representative might ascertain the confidential aspect of the document in question from the higher authorities of the Bank before producing them in the enquiry proceedings. In fact the Enquiry Officer himself should have decided whether the particular document was of confidential nature or otherwise. However, he himself has not done that. Apart from that in my opinion, the Enquiry Officer should have allowed inspection of the documents asked for by the workman in question. Further apart from the said alleged confidential documents the Enquiry Officer did not allow the inspection of two more documents which were not of confidential nature. It is further seen that when the enquiry proceedings were at the final stage, the Bank management had produced their written submissions before the Enquiry Officer. However, no copy of those written submissions was supplied to the workman. As such he was not given proper opportunity to reply to the contentions raised by the Bank management in their arguments in writing. It is further seen that the workman wanted to examine the Branch Superintendent (Accountant) Shri Fernandes as his witness. On a particular date, for certain reasons Shri Fernandes was absent and as such he could not be examined on behalf of the workman. The workman had requested for an adjournment for examining Shri Fernandes on the adjourned date, but that request for adjournment was refused by the Enquiry Officer. I find that Shri Fernandes against whom another departmental enquiry was going on, was an important witness in the enquiry proceedings, and as such the Enquiry Officer should have granted one more opportunity to the workman to examine Shri Fernandes as a witness for him. However, that opportunity was not given to him. It is seen from the enquiry proceedings dated 9-3-1985 that on that date two witnesses, namely, the Branch Manager Shri Apte and one Shri K N Dhimar were examined on behalf of the workman. After the evidence of these two witnesses was over, the workman's representative had asked for adjournment to examine Shri Fernandes as a witness on their behalf. It was stated before the Enquiry Officer that Shri Fernandes was not feeling well in that day and/or that he could not be informed about the date of that day. However, the Enquiry Officer refused the request and did not adjourn the proceedings to enable the workman to examine the above said witness on his behalf. Therefore, in view of the above said circumstances discussed as above, I find that the enquiry held against the said workman was not held properly and no proper opportunity was given to him to defend himself and the rules of natural justice were not followed. Issue No. 2 is therefore found in the affirmative. Hence the following order is passed.

### ORDER

Finding on Issue Nos. 1 and 2 are in the affirmative.

P. D. APSHANKAR, Presiding Officer

Dated 28-8-1989

[F. No. L-12012/47/86-D. IV (A)]

का.प्र. 2614.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एण्ड सिन्ध बैंक के प्रबंधन के संवद नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2514.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the Punjab and Sind Bank and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE SHRI M. S. NAGRA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 23/87.

#### PARTIES :

Employers in relation to the management of Punjab & Sind Bank.

#### AND

Their workman : Mohinder Singh.

#### APPEARANCES :

For the workman : Shri T. C. Sharma.

For the management : Shri J. S. Bawa.

#### AWARD

Dated, 31-8-1989.

On a dispute raised by Mohinder Singh against the Punjab & Sind Bank, Central Government had vide No. I-12012/48/86-D. IV (A) dated 15-4-1987 referred the following dispute to this Tribunal for decision :

"Whether the action of the management of Punjab & Sind Bank, Ludhiana in not offering Shri Mohinder Singh an opportunity to offer himself for regular employment in violation of Section 25-H of the I. D. Act, 1947 is justified ? If not, to what relief is the workman concerned entitled to ?"

2. Case of the petitioner as set out in the statement of claim is that Mohinder Singh petitioner worked as peon at Dehlon branch of the Punjab & Sind Bank for about seven years when his services were illegally terminated on 8-8-1984 without serving him any notice and payment of any compensation. The management also did not offer him any opportunity of re-employment though it has employed a large number of employee after illegal termination of services of the workman. He seeks his re-employment with full back wages.

3. The management in its answer filed denied if the petitioner had been employed for a period of seven years at a salary of Rs. 650/- per month as alleged by the petitioner. It is pleaded further that the petitioner was employed on daily basis as per requirement of the work on stop gap arrangement to do casual nature of duties against leave vacancy and temporary increase in work. The petitioner never completed 240 days service in a calendar year. He was never retrenched and as such there was no question if payment of any compensation to him.

4. Parties were allowed to lead evidence in support of their claim. Workman Mohinder Singh filed his affidavit Ex. W-1 reiterating the allegations made in the statement of claim. He also averred that bank has violated the mandatory provisions 495, 508, 516, 519, 522 of the Sastri Award. He tendered copies Exts. W-2 and W-3 of his saving bank account

no. 557 with Dehlon branch of the Punjab & Sind Bank, District Ludhiana. During his cross-examination he admitted that he never received any letter of appointment from the Bank which used to pay him salary by crediting to his saving Bank account No. 557. He also admitted that bank used to appoint him for a short period of two to six months and he cannot say if he ever completed 240 days service in any year. In rebuttal the management filed affidavit Ex. M-1 of Shri S. S. Joshan Manager, Punjab & Sind Bank Zonal office Chandigarh availing that workman never worked for 240 days in a calendar year preceding 22-9-1984 the last date of his employment. He further availed that in the preceding 12 months from the relevant date i.e. 22-9-1984, Mohinder Singh petitioner had worked for 90 days. During his cross-examination he made statement that no other record except attendance register was maintained about the employment of the petitioner and that no peon was employed on regular basis at Dehlon branch after dispensing with the services of the petitioner.

5. Learned counsel for the workman has argued that petitioner has been in the employment of the Respd. Bank since January, 1978 as evident from the entries in his pass book saving Bank account No. 557 with Dehlon branch of the Punjab & Sind Bank showing credit of his salary in the said Saving Bank Account No. 557. He contends that services of the petitioner were illegally terminated without any notice or payment of retrenchment compensation though he had been in the service of the Bank for the last seven years. Central Government has made the reference only regarding violation of Section 25-H of the I. D. Act, 1947 for not giving him offer of re-employment and that being the position this Tribunal can not appreciate the controversy regarding validity of his retrenchment.

6. Management admit that workman had been employed earlier as per requirement of the work. The statement filed by the management, alongwith the affidavit about period of employment of claimant shows that he had been employed for 67 days during the period 23-9-1983 to the last date of his employment i.e. 22-9-1984. The entries about credit of salary in petitioner's S.B. Account No. 557 copy of which is Ex. W-3 is in conformity with the statement filed by the bank about period of employment of the claimant during the 12 months preceding 22-9-1984 the last date on which the workman was employed. It was for the petitioner to establish if the management proposes to take or has taken into employment persons other than the petitioner. Shri S. S. Joshan Manager Punjab & Sind Bank appearing on behalf of the respd. Bank testified that no person was employed on regular basis at Dehlon branch of the Bank after dispensing with the services of the petitioner. The petitioner has failed to show if there has been any violation of Section 25H of the I. D. Act, 1947 by the Bank.

7. The reference is returned with the findings that there is no violation of Section 25-H of the I. D. Act, 1947 by the management of Punjab & Sind Bank in not offering Shri Mohinder Singh the opportunity of regular employment.

Chandigarh : 31-8-1989.

M. S. NAGRA, Presiding Officer.

[No. I-12012/48/86-D. IV (A)]

N K VERMA, Desk Officer

नई दिल्ली, 27 दिसम्बर, 1989

का.प्र. 2615.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसूर भारत कोलिंग कोल लिमिटेड की दोबरी कोलियरी के प्रबंधन से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1) घनवादा के पंचपट को प्रकाशित करती है।

New Delhi, the 27th September, 1989.

S.O. 2615.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Dobari Colliery of M/s. Bharat Coking Coal Ltd., and their workmen.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10 (1)(d) of the Industrial Disputes Act, 1947.

Reference No. 7 of 1982.

#### PARTIES :

Employers in relation to the management of Dobari Colliery of Messrs Bharat Coking Coal Limited, P.O. Jhatia (Dhanbad).

#### AND

Their Workmen.

#### PRESENT :

Shri S. K. Mitra, Presiding Officer.

#### APPEARANCES :

For the Employers : Shri G. Prasad, Advocate.

For the Workmen : Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 31st August, 1989.

#### AWARD

By Order No. L-20012 (252)/01-D, 111 (A), dated, the 29th January, 1982, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (a) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand of the workmen of Dobari Colliery of Messrs Bharat Coking Coal Limited, Post Office Jhatia, Dist. Dhanbad that the workmen mentioned in the Annexure below should be regularised and treated as departmental workmen is justified? If so, to what relief are the concerned workmen entitled?"

#### ANNEXURE

1. Munari Mahato
2. Ramdhami Mahato
3. Subash Bouri
4. Birbal Bouri
5. Dharmal Mahato
6. Bharat Mahato.
7. Madan Rewani
8. Malik Chand Mahato
9. Raju
10. Baijnath
11. Kaleswar Das
12. Dharmaraj
13. Mohan
14. Jula Paramanik
15. Lalji
16. Mongal.
17. Mahadeo Mahato
18. Baiju
19. Kishun

20. Prabhas Ch. Mahato
21. Mohan Raj
22. Raju
23. Mahabir
24. Ghuman
25. Shyamken
26. Moti Mahato
27. Madu Harajan
28. Kamin Kumar
29. Ashok K. Mahato
30. Nakul Rewani
31. Nepal Rewani
32. Haradhan
33. Suratan
34. Jharkhandi
35. Kabindranath Chatterjee
36. Bihari
37. Bideshi
38. Lachman
39. Rabindar
40. Kamla Modin
41. Natwar Paramanik
42. Pasupati Modi.
43. Uttari Modin
44. Gopal Mahato
45. Dhani Kamin
46. Chari Kamin
47. Nirmul Kumar Bauri
48. Suraj Paramanik
49. Thakur Mod
50. Bhagirath Das
51. Saroda Bhuini
52. Bala Kumar Das
53. Madan Bouri
54. Ganjhu Manjhi
55. Lakhiram Manjhi
56. Panchu Paramanik
57. Rame Manjhi
58. Gangadhar Modi
59. Prafulla Kumar Paramanik
60. Sohan Rewani
61. Saraswati Modi
62. Ashok Kumar Mahato
63. Srimati Kamin
64. Fulmani Kamin
65. Sukdeo Das
66. Santi Kamin
67. Bharani Kamin
68. Kamta Prasad
69. Bimal Manjhi
70. Motilal Manjhi
71. Hemlal Manjhi
72. Baneshwar Manjhi
73. Sagar Manjhi
74. Tirka Ram Manjhi
75. Pran Manjhi
76. Tirku Manjhi
77. Dhiren Kumar Singh
78. Saheblal Manjhi
79. Jonohi Thakur
80. Narayan Mahato
81. Gopal Das.

2. The case of the sponsoring union, Bihar Colliery Kamgar Union, as disclosed in written statement, submitted on 19-3-1982, details apart, is as follows :



Munari Mahato and 80 other concerned workmen have been working as truck loader in Dobari Colliery since long with unblemished record of service. They are engaged in loading coal into truck from pit mouth of the colliery and unloading the same near the railway siding or at any other places within the colliery premises as directed by the management. The coal so loaded and unloaded by them are used for manufacturing soft coke. All the operations as mentioned above are done by them within the colliery premises. It is a part of the business of the colliery management to load and unload coal for supply of the same to the customers and the job performed by the concerned workmen are directly connected with the business of the colliery. The job is of continuous and permanent in nature. They have been performing permanent nature of job continuously, under the direct control and supervision of the colliery management within the precinct and premises of the colliery. They have been producing goods and services for the business of the management of the colliery. The management has got economic control over their subsistence, skill and continued employment. All of them are active members of Bihar Colliery Kamgar Union. The local management is very much biased and prejudiced against the members of this union and so they are always on the look out to victimise the members of the union. The management with an ulterior motive to deprive them of their legitimate wages and other perquisites as per N.C.W.A. I and II has been disbursing their wages through an intermediary. This method of disbursing wages through intermediary is nothing but legal camouflage and a device to deprive them of their legitimate claim. Loading and unloading of coal through contractor is one of the prohibited nature of jobs declared by the Central Government in 1975. They represented to the management for regularisation and departmentalisation several times but without any effect. The union also demanded their regularisation and departmentalisation but without any effect. Seeing no other alternative the union raised an industrial dispute before the A.L.C. (C), Dhanbad, but the conciliation proceeding ended in a failure due to the adamant attitude of the management. The appropriate Government, being satisfied with the genuineness of the demand, referred the dispute for adjudication by this Tribunal. The action of the management in not regularising them and in not treating them as departmental workmen is illegal, arbitrary, unjustified and against the principle of natural justice. In the circumstances, they have prayed that they should be regularised as departmental workmen with retrospective effect and difference of wages.

3. The case of the management of Dobari Colliery of M/s. B.C.C. Ltd., as disclosed in the written statement and Annexure, submitted on 20-5-1982 is as follows :

The instant reference is not maintainable. The reference also suffers from infirmity of vagueness as the identity of the persons as mentioned in the Annexure to the schedule has not been disclosed. The loading of coal into railway wagons and trucks at colliery is more or less mechanised and M/s. B. C.C.L. has been making efforts to bring it at par with the best operated mine. But due to erratic supply of wagons and failure of electricity the company can not have a regular departmental permanent work force for loading and unloading. Anyway, the Company has introduced pay loader for loading coal to railway wagons and for other ancillary jobs. Contract labour was required to supplement departmental workers in the matter of loading in the event of break down of mechanical loading for maintaining efficiency. The colliery maintains a number of trucks/dumpers, and loading and unloading is done by mechanical means, and trucks and wagons are loaded by loaders employed by the colliery. The colliery sometimes engages transport contractors to transport coal in case of failure of power, non-supply of railway wagons. There has been no dispute between the management and its own workers and there can be no dispute with respect to persons admittedly having no employer-employee relationship with the management. The concerned persons are not workmen within the meaning of Sec. 2(s) of the Industrial Disputes Act. The contractors' labour employed for transporting coal are not entitled to any relief as their job is purely of temporary in nature. The provisions of Contract Labour (Regulation and Abolition) Act do not envisage employment of the contractors' labour as regular workmen of the colliery. The majority amongst the persons concerned did not work for more than a few days in a year. The

management is not in a position to make provision for regularisation nor has it any economic control over the persons employed by the contractors. The concerned persons are working under transporting contractors. They were not employed to produce goods or services for business of the colliery. Notification dated 1-2-75 is ultravies and arbitrary.

In the rejoinder the management has denied the contentions of the concerned workmen as made in the written statement and asserted that they have never worked either continuously or intermittently under the direct supervision and control of the colliery management. They have worked for the transporting contractors. The management has asserted that since the concerned persons are employees of the transporting contractors of the colliery management the question of their regularisation does not arise. According to the management the demand of the concerned workmen for regularisation and departmentalisation is unjustified.

4. In rejoinder to the written statement of the management the concerned union has denied and disputed the facts as disclosed in the written statement of the management which are contrary to its case. It has been asserted by the union that at present working in No. 9, No. 10 and No. 4 inclines is going on and that Tippler was installed at No. 9 incline during the time of erstwhile owner and at No. 10 it has installed on 5-2-82 and no tippler has been installed at No. 4 incline. The management introduced pay loader on October, 1982 after terminating the services of the concerned workmen with effect from 7-9-82. The union has given full details of the identity of the persons concerned in the Annexure to the rejoinder.

5. In additional written statement the management has submitted that transporting of coal from one place to another or from pit head to siding has not been prohibited by Central Government under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. Every dispute relating to contractors labour must be brought under the provisions of Contract Labour (Regulation and Abolition) Act. The Central Government did not implicate the contractor as a party in the present reference. Transporting of coal from colliery to siding was allotted to M/s. Agarwal Transport but that has been abolished with effect from 7-10-1982. M/s. B. C. C. Ltd., introduced pay loaders / dumpers of its own to transport coal from pit head to the siding and the services of the contractors and men employed by him are no longer required from 7-10-82. During the years 1980 and 1981 coal despatched by rail and road is as follows :—

Year	Rail-ton	Road-ton
1980	40,452 tons	34,576 tons
1981	39,934 tons	76,483 tons

M/s. Agarwal Transport had 3 tipplers having automatic loading and unloading device. Statement of coal transported by M/s. Agarwal Transport is Annexed hereto. In the Annexure the quantity of coal and coal transported by M/s. Agarwal Transport from 1-9-81 to 6-10-82 has been gleaned under the heading 'Transport loading handled'.

6. The sponsoring union has examined two witnesses, namely, M. W.1 Ganju Manjhi and W.W.2 Banerwar Manjhi, two of the concerned workmen and laid in evidence two items of documents which have been marked Exts. W-1 and W-2. On the other hand, the management has examined three witnesses, namely, M.W.1 Subhas Chandra Sarkar, Manager of Dobari Colliery from May 1977 to October, 1981, MW-2 Rajendra Shukla, posted in the said colliery from 1973 to 1984, earlier as Overman and later as Asstt. Colliery Manager and MW-3 B. M. Tribedi, Manager of the colliery from November 1981 to May, 1985 and laid in evidence a number of documents which have been marked Exts. M-1 to M-118 and M-2 to M-413.

7. The case of the sponsoring union is that the concerned workmen were engaged in loading of coal into trucks from the pit mouth of the colliery and unloading near the railway siding or at other places within colliery premises as directed.

by the colliery management for manufacturing of soft coke and that they performed the job which was of permanent nature continuously under the direct supervision and control of the colliery management though the management adopted subterfuge of disbursing their wages through intermediary in order to deprive them of their legitimate wages as per N.C.W.A.I and II. The sponsoring union has further asserted that loading and unloading of coal through contractor is one of the prohibited nature of jobs declared by Government of India in 1975. It has been also asserted by the sponsoring union that since the concerned workmen had been performing the job of permanent nature continuously and since they had produced goods and services for the business of Dobari Colliery they are entitled to be regularised and treated as departmental workmen.

The case of the management is that loading of coal into railway wagons and trucks in the colliery is more or less mechanised, but the contract labour was required to supplement the departmental workers in the matter of loading in the event of break down of mechanical loading and the contract labour employed for transporting coal is deployed for job which is purely of temporary in nature. It is the further case of the management that the majority of the concerned workmen did not work for more than a few days in a year. In additional written statement the management has contended that the contractor M/s. Agarwal Transport having three automatic tippers did not employ any of the concerned workmen and that the concerned workmen have been trying to induct themselves in the business of the colliery. The management has also contended that in the context of facts and circumstances the concerned workmen have no right to be regularised as departmental workmen.

8. The management has produced certain letters written to M/s. Agarwal Transport on 25-4-1978 (Ext. M-1) and 29-10-79 (Ext. M-1|10). These letters issued on the subject 'transportation of coal and coke' at Dobari colliery indicate that the rates quoted for manual/hand loading are inclusive of loading/unloading charges.

Shri D. Mukherjee, authorised representative of the sponsoring union, has contended that these letters are indicative of the facts that the concerned workmen were employed for duty for loading and unloading of coal. But I am afraid that Shri Mukherjee has been drawing sweeping conclusion from these letters. These letters were undoubtedly issued to M/S. Agarwal Transport, but it is yet to be established by cogent evidence that the concerned workmen were directly employed by M/S. Agarwal Transport. Two of the concerned workmen, namely, Ganju Manjhi and Baneswar Manjhi have examined themselves in support of their case. Both of them have stated that they were working at Dobari Colliery as Dumper loaders and that coal loading work in dumper was a regular nature of work which used to be carried on in all three shifts. But none of them has stated that they were under the direct employment of M/s. Agarwal Transport. No document has been filed indicating the fact that M/s. Agarwal Transport was their direct employer. The management has denied and dispute that the concerned workmen were the direct employees of M/s. Agarwal Transport.

9. MW-1 Subhas Chandra Sarkar has given a detail description about the working of the colliery in the matter of loading and unloading of coal. He has stated that there are four inclines and one pit in Dobari colliery and there are three tippers in the colliery for loading coal from mouth into the trucks, and from the five mouths of the inclines and the pit coal is taken out and loaded into trucks for being taken to the railway siding for loading into wagons and also to the soft coke manufacturing yard for manufacturing soft coke. He has further disclosed that at a time all the four inclines and one pit did not use to be operated and that three units used to work at a time and there are three tippers which are not mobile, are fixed at the mouth of two inclines and one pit. He has also stated that at the mouth of remaining two inclines there is no tippler during his period. But the management of Dobari Colliery installed two more tippers one in January, 1982 and other in January, 1983 at the mouth of the remaining two inclines after he had left the colliery. He has disclosed in his evidence that sometime there used to be

break down in two tippers and in such a situation the colliery management used to take the help of contractor's workers for loading coal manually from those mouths into trucks. He has also stated that sometime there also used to be some break down in the mine itself due to which coal could not be brought out from inside the mine to its mouth and in such situation the management used to take the help of contractor's workers in getting the coal loaded into trucks of Transport Contractor from the mouth of other two inclines where there was no Tippler but where coal used to be stacked ordinarily for sale to outsider purchasers. He has admitted that there was no departmental truck for carrying coal from the mouth of the inclines or pit to the railway siding or to the yard for manufacturing soft coke and that in the case of breakdown and other eventually the contractor's workers who used to load coal at the mouth into the trucks were the workers of Transporting Contractor. He has admitted in cross-examination that before Conciliation Officer he admitted that transporting of coal from pit mouth to siding and from pit mouth to elsewhere for manufacturing of soft coke was a continuous work and that he took up the position before the Conciliation Officer that the concerned workmen were not the workmen of the management and that they were engaged by the Transporting Contractor. He has also admitted that they are in a position to produce documents kept by the contractor to support that the concerned workmen put in a few days service and not continuous service and that loading and unloading of coal is a prohibited category of job.

10. Shri D. Mukherjee has contended that since this witness admitted before the Conciliation Officer that transporting of coal from pit mouth to siding and pit mouth to elsewhere was a continuous job and since the concerned workmen were engaged by the Transporting Contractor, it must be concluded that the concerned workmen were the workmen directly under the employment of M/s. Agarwal Transport.

But I am not impressed by the argument of Shri Mukherjee because it may be that there are Transporting Contractors other than M/s. Agarwal Transport in the Colliery. Atleast this has not been proved by evidence that M/s. Agarwal Transport was the only transporting contractor operating in the Colliery. The onus is upon the sponsoring union to prove that the concerned workmen were the direct employees of M/s. Agarwal Transport and the principle employer is the management of Dobari Colliery. I have already pointed out by discussing the evidence laid by the sponsoring union that it has not been establish that the concerned workmen were the direct workmen of M/s. Agarwal Transport. The written statement of the sponsoring union does not also disclose that M/s. Agarwal Transport was the direct employer of the concerned workmen. This being the position. I am not satisfied that the concerned workmen were the direct employees of M/s. Agarwal Transport.

11. Shri D. Mukherjee has contended that since the management of Dobari Colliery could not produce the license of the contractor it must be assumed that the concerned workmen are really the employees of the management of Dobari Colliery. I am not at all impressed by this argument. The license of the contractor has not been called for nor has the management been called upon to produce the same. Indeed loading and unloading of coal into trucks and wagons have been prohibited under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 by employment of contract labour. The prohibition being so, workmen employed through contractor for doing this nature of job shall be deemed to be the workmen of the principle employer. Even then it has to be established by cogent evidence that such workmen were the workmen of the contractor. In the present case the evidence on record has failed to prove that. That being so, even on this count the case of the sponsoring union founders on the ground.

12. It appears that at the instance of the sponsoring union the A.L.C. (C) made a spot inspection on 17-11-81 in presence of both the parties. He found some 23 workmen both male and female working there. All male workmen declared that they were engaged in Dumper loading of coal and female workmen were engaged in loading of coal (Ext. W-1) Even then the names of five concerned workmen, namely, Santi Kamin (Sl. No. 66), Lakhram Manjhi (Sl. No. 55), Patna Manjhi Sl. No. 75), Motilal Manjhi (Sl. No. 70) and Dharma-

raj (Sl. No. 12) have found place in the report as the workmen found working on the date of inspection. The inspection was held for a day and it cannot be assumed that these concerned workmen also worked in the Colliery continuously. Hence this report is of little assistance to the sponsoring union in establishing the fact that the concerned workmen were working in the Colliery continuously being employed directly by the contractor although the principle employer was the management of Dobari Colliery of M/s. B.C.L. Ltd.

13. Shri G. Prasad, Advocate for the management, has contended that the reference is vague as it does not disclose the names and particulars of the concerned workmen. This plea of vagueness no longer holds good because the sponsoring union has subsequently furnished the full particulars of the concerned workmen.

14. Shri Prasad has further contended that the present reference is not maintainable as this Tribunal has got no jurisdiction to adjudicate upon the issue. In support of his contention he has cited the decisions reported in (1) 8 SCLJ 198, (2) 1986 Lab. I.C. 396 (SC) and (3) 1975 Lab. I.C. 165 (Andhra Pradesh). But in all these decisions the question of abolition of contract labour system was squarely in issue and it was held that only the appropriate Government can direct the abolition of contract labour system. In the present case the abolition of contract labour system is not squarely in issue. The issue is whether the demand of the workmen for regularisation as departmental workmen is justified or not on the premises that they, though employed by contract were really producing services and goods for the principle employer i.e. the management of Dobari Colliery of M/s. B.C.C. Ltd. by loading and unloading of coal which is a prohibited category of job declared under the Contract Labour (Regulation and Abolition) Act, 1970.

15. Anyway, all these legal issues are considered to be of no moment inasmuch as the fact remains that the sponsoring union has failed to establish that the concerned workmen were workmen of M/s. Agarwal Transport. That being so, the demand of the concerned workmen for regularisation and departmentalisation cannot be conceded.

16. Accordingly, the following award is rendered—the demand of the workmen of Dobari Colliery of M/s. B.C.C. Ltd., P.O. Iharia, Dist. Dhanbad for regularisation and departmentalisation of the concerned workmen is not justified.

In the circumstances of the case I award no cost.

S. K. MITRA, Presiding Officer

[No. I-20012(232)/81-D.III (A)/IR (Coal-I)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 28 सितम्बर, 1989

का. घा. 2616—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ब) के उपखण्ड (vi) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 933 दिनांक 6 अप्रैल 1989 द्वारा भारत सरकार, टंकमाल, कलकत्ता को उक्त अधिनियम के प्रयोजनों के लिए 6 अप्रैल 1989 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ब) के उपखण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 6 अक्टूबर, 1989 से छह मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[र. ए. सं. 11017/6/85-डी.आई. (ए)]

New Delhi, the 28th September, 1989

S.O. 2616.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 933 dated the 6th April, 1989 the India Government Mint, Calcutta to be a public utility service for the purposes of the said Act, for a period of six months, from the 6th April, 1989 ;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months ;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 6th October, 1989.

[No. S-11017/6/85-D.I (A)]

का. घा. 2617—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ब) के उपखण्ड (vi) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 931 दिनांक 3 अप्रैल, 1989 द्वारा बैंकिंग उद्योग को जो प्रादेशिक ग्रामीण बैंक अधिनियम की धारा 3 के अधीन स्थापित प्रादेशिक ग्रामीण बैंक द्वारा चलाया जाता है, उक्त अधिनियम के प्रयोजनों के लिए 3 अप्रैल, 1989 से छ मास की कालावधि के लिये लोक उपयोगी सेवा घोषित किया था ,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छ मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ब) के उपखण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 3 अक्टूबर, 1989 से छ मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/2/85-डी-आई (ए)]

नन्द लाल, अवर सचिव

S.O. 2617.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 931 dated the 3rd April, 1989 the Banking Industry as carried on by a regional rural bank established under Section 3 of the Regional Rural Banks Act, 1976, to be a public utility service for the purpose of the said Act, for a period of six months from the 3rd April, 1989 ;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months ;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act for a further period of six months from the 3rd October, 1989.

[No. S-11017/2/85-D.I. (A)]

NAND LAL, Under Secy.

